

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, OCTOBER 20, 2015 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE
- INVOCATION**
2. **PRESENTATIONS:**
 - A. Presentation of the Southern Gila County Dictionary Program by Kevin Kinney of the Pinal Mountain Elks Club. Presented
3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve Intergovernmental Agreement No. 082015 to provide an Economic Development Grant in the amount of \$40,000 to the Town of Miami to assist the Town in meeting its 10% monetary contribution for a Federal Emergency Management Agency grant to build a new crossing at Mackey Camp and provide permanent access for residents in the area and emergency vehicles. **(Steve Sanders and Jeff Hessenius)** Approved
 - B. Information/Discussion/Action to approve a one-year extension on the existing contract with the Bose Public Affairs Group to provide consulting and lobbying services for Gila County at the federal government level; and increase the contract amount to \$75,000. Approved

(Don McDaniel)

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|----|---|---------------------------------|
| C. | Information/Discussion/Action to accept a Citizens' Petition to begin the process to establish E. Eagles Bluff as a Primitive Road.
(Steve Sanders) | Tabled |
| D. | Information/Discussion/Action to review the bid received for Request for Proposals No. 080515-1 for the complete rebuild of an 816F CAT compactor utilized by the Recycling and Landfill Department; award to the lowest, most responsive and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. (Jeff Hessenius and Steve Sanders) | Awarded |
| E. | Information/Discussion/Action to authorize the Chairman's signature on the comment letter to be submitted to the United States Forest Service supporting the National Environmental Policy Act (NEPA) proposals for the Fossil Creek Wild and Scenic River Corridor. (Jacque Griffin) | Authorized |
| F. | Property Tax Sale/Auction for the sale of Assessor's parcel number 206-21-201, a vacant parcel of land located in Miami, Arizona, that was deeded to the State of Arizona by Treasurer's Deed in the year 1936.
(Michael Pastor/Marian Sheppard) | Moved to Not For Sale Land List |
4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any**

member of the Board of Supervisors.)

- A. Approval to allow the County Manager to sign Amendment No. 1 to Contract No. 010314 with Wright Asphalt Products Company for the purchase of CRS-TR tire rubber modified asphalt emulsion for a period from July 18, 2015 to July 17, 2016. Approved
- B. Approval of the Gila County Rodeo Committee's request to use the Gila County Fairgrounds rodeo arena for a barrel race on October 24, 2015, with all associated Fairgrounds' use fees waived due to the Committee's 501(c)(3) status. Approved
- C. Approval of a fee-waiver request submitted by the Cobre Valley Regional Medical Center Foundation for use of the Fairgrounds Exhibit Hall from November 1, 2015, through November 7, 2015, for the November 6th Art and Wine Auction, as all stipulations regarding the event insurance and 501 (c) (3) status verification have been met. Approved
- D. Acknowledgment of Michael Clark's resignation from the Pine-Strawberry Fire District Board of Directors and the appointment of Charles Ackerman to fulfill Mr. Clark's unexpired term which ends on December 31, 2018. Acknowledged
- E. Acknowledgment of the September 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office. Acknowledged

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|----|--|--------------|
| F. | Approval of the September 29, 2015, and October 6, 2015, Board of Supervisors' meeting minutes, and the October 5, 2015, Board of Equalization meeting minutes. | Approved |
| G. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 21, 2015, through September 25, 2015; September 28, 2015, through October 02, 2015; and, October 05, 2015, through October 09, 2015. | Acknowledged |
| H. | Approval of finance reports/demands/transfers for the weeks of October 13, 2015, and October 20, 2015. | Approved |
| 5. | CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date. | No Comments |
| 6. | At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented. | Presented |

7. **EXECUTIVE SESSION ITEMS:** (Should the Board of Supervisors vote to go into executive session on any of the items listed below, no action will be taken by the Board while in executive session.)
- A. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding CV201400260 the Town of Miami, Arizona v. Sho Me Copper Company and consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after adjourning from executive session, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session. **(Jeff Dalton)** Directed Attorney

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-3435

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 10/20/2015

Submitted By: Dr. Linda O'Dell, School Superintendent, School
Superintendent's Office

Department: School Superintendent's Office

Information

Request/Subject

Presentation of the Southern Gila County Dictionary Program by Kevin Kinney of the Pinal Mountain Elks Club.

Background Information

Members of a consortium of local community service organizations are preparing to conduct the annual Southern Gila County Dictionary Program. The Pinal Mountain Elks Club #2809, the Rotary Clubs of Globe and Superior, the Copper Cities Rotary Club of Miami, and the Emblem Club #554 have purchased dictionaries for distribution to all third grade students attending public, charter and private schools in Globe, Miami, San Carlos and Superior. Dictionaries will be available for home-schooled students through the Gila County School Superintendent's Office. It is estimated that 520 dictionaries will be distributed to students in this annual project that was initiated about five years ago.

The goal of the Dictionary Program is to support students in becoming good writers, active readers and creative thinkers by providing a dictionary to each student for their personal use. The dictionaries are a gift that students can use at school and at home for years to come. Participating clubs believe that reading is the most important skill of all, the starting point for all economic and social opportunities the world has to offer. In addition to the dictionary, each student will receive a bookmark from the Rotary Clubs and drug awareness information from the Elks Club.

In recognizing that schools are operating with limited resources, members of this consortium of local community-based organizations want others to know that there are people in the community who care about helping ensure that students reach their highest potential. The dictionary project is one example of how members of local civic groups provide support to students and the community.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Southern Gila County Dictionary Program by Kevin Kinney of the Pinal Mountain Elks Club.

Attachments

No file(s) attached.

ARF-3400

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 10/20/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016 Budgeted?: No

Contract Dates 10-1-15 to Grant?: No

Begin & End: 10-31-15

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Intergovernmental Agreement No. 082015-Town of Miami-Mackey Camp funds.

Background Information

Mackey Camp Road branches from U.S. Highway 60 to provide access to residents in the Mackey Camp area of southwestern Miami and adjacent unincorporated Gila County. During the period of January 18, 2010 through January 22, 2010, the State of Arizona experienced a severe winter storm, including near record snow fall, flooding and high winds impacting the Town of Miami. During the storm, heavy rains created above normal flows of storm water down the Bloody Tanks Wash, which exceeded the structural integrity of the Mackey Camp bridge crossing causing complete collapse and disintegration. The culverts, headwall's fill material, abutments, and about 150 feet of the asphalt paved roadbed were washed out.

Evaluation

The destruction of the crossing left approximately twenty residents, as well as emergency vehicles, with no permanent way to access their property during high water events. In 2011, the Town of Miami applied for a grant from the Federal Emergency Management Agency (FEMA) to rebuild a crossing to provide public and emergency access to residents of the Town of Miami and Gila County living on the south side of the Bloody Tanks Wash, and also to provide access to the Town's public works property.

In March 2015, the Town was notified by the State of Arizona Department of Emergency and Military Affairs that the grant was awarded. Per the terms of the grant, FEMA will pay 75% of the costs, and the State will contribute 15% of the costs. The Town of Miami is required to provide the remaining 10% of the cost, or \$40,000, which the Town does not have. Gila County would like to assist the residents that are affected by the lack of a permanent crossing by providing an Economic Development Grant to the Town of Miami for the 10% required contribution. Utilizing the FEMA grant is the most cost efficient way to affect a more permanent crossing to the residents.

Conclusion

Local residents are currently accessing their properties by a temporary, low-water crossing southwest of the washed-out crossing. Through the FEMA grant, the Town is proposing to abandon the temporary crossing and replace the washed out crossing. The new crossing will contain four new corrugated metal pipe culverts, each measuring 3 feet in diameter, to create a low-flow ford that would be armored with riprap in gabion baskets, and will repave about 450 feet of roadway upstream and 450 feet downstream of the crossing.

Recommendation

The Public Works Division Director and the Finance Division Director recommend providing an Economic Development Grant to the Town of Miami to meet the Town's required 10% contribution of the FEMA grant to allow for a permanent crossing to be built for Mackey Camp residents and emergency vehicle access across the Bloody Tanks Wash.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 082015 to provide an Economic Development Grant in the amount of \$40,000 to the Town of Miami to assist the Town in meeting its 10% monetary contribution for a Federal Emergency Management Agency grant to build a new crossing at Mackey Camp and provide permanent access for residents in the area and emergency vehicles. **(Steve Sanders and Jeff Hessenius)**

Attachments

Intergovernmental Agreement No. 082015-Town of Miami-Mackey's Camp Bridge

INTERGOVERNMENTAL AGREEMENT NO. 082015

**BETWEEN
GILA COUNTY**

AND

**TOWN OF MIAMI
MACKEY'S CAMP BRIDGE MATCHING FUNDS**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, hereinafter referred to as "the County" and the Town of Miami, hereinafter referred to as "the Town".

RECITALS

WHEREAS, the Town of Miami has requested assistance in obtaining \$40,000 in funds the Town is required to provide as a match to a FEMA grant the Town received to reconstruct the Mackey's Camp Crossing which was washed out during a storm; and

WHEREAS, the Gila County Board of Supervisors desires to promote economic activity within the County and finds that supplying the above-referenced funds to the Town would be an economic development activity which would be operated and maintained within the boundaries of the County and would be for the benefit of the public.

SCOPE

THEREFORE, it is the intent of the County, pursuant to A.R.S. §11-254, to provide an economic development grant in the amount of \$40,000.00 to the Town for the purpose of the reconstruction of the Mackey's Camp Crossing and to distribute the funds between October 1, 2015 and October 31, 2015.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. Gila County will provide to the Town a \$40,000.00 economic development grant of which \$7,500 will come from District 2 Constituent Funds from Supervisor Michael A. Pastor, with the remaining \$32,500 coming from the County Natural Resources Fund.

2. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Miami
Attn: Town Manager
500 W. Sullivan Street
Miami, Arizona 85539

Gila County Board of Supervisors
Attn: County Manager
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. **Indemnification:** The Town shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. **Termination:** Prior to the distribution of the funds described herein from the County to the Town, either party may rescind this agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be comingled that will need to be disposed of after termination of the agreement.
3. **Cancellation:** This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
4. **Compliance with All Laws:** The parties shall comply with all federal, state and local laws these include rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. **Entire Agreement:** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate sufficient monies for the purpose of maintaining this Agreement.
7. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of

this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

8. As required by A.R.S § 23-214(B), before receiving the economic development incentive, the Town shall provide proof to the County that the Town is registered with and is participating in the e-verify program.
9. Finances and Budgetary Matters: Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by the County and the Town through its respective ' board or council; financing may include commitment of general funds, grant funds, or other available financing.

IN WITNESS THEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

TOWN OF MIAMI

Darryl Daley, Mayor
Town of Miami

ATTEST

Marian Sheppard, Clerk of the Board of Supervisors

ATTEST

Karen Norris, Town Clerk

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorney

ARF-3420

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 10/20/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: County Manager

Fiscal Year: 2015-2016 Budgeted?: Yes

Contract Dates November 18, Grant?: No

Begin & End: 2015 to
November 17,
2016

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to Extend Bose Public Affairs Group Professional Services Contract No. 103114.

Background Information

On May 12, 2009, the Gila County Board of Supervisors approved Professional Services Contract No. 042109-PSC between Gila County and Bose Public Affairs Group (BPAG) to provide government relations services for the support of development and execution of county federal programs and projects in the monthly amount of \$6,500 and in effect until June 30, 2011.

On June 7, 2011, the Gila County Board of Supervisors approved the First Amendment to Professional Services Contract No. 042109-PSC with BPAG, which extended the term of the contract from July 1, 2011, to June 30, 2013. Staff began working on amendments to the contract before its expiration. It has been determined that a new contract would be more appropriate because of the June 30, 2013, end date.

At the July 16, 2013, Board of Supervisors' regular meeting, the Board unanimously approved Professional Services Contract No. 070113 with BPAG to continue providing lobbying and consulting services at the federal government level to Gila County at the rate of \$6,500 per month, effective July 16, 2013, through June 30, 2014.

On November 18, 2014, the Gila County Board of Supervisors approved Professional Services Contract No. 103114 between Gila County and Bose Public Affairs Group (BPAG) to provide government relations services for the support of development and execution of county federal programs and projects. The contract amount was issued as a not to exceed, without prior written approval from the County, amount of \$50,000, for a contract term of November 18, 2014 to November 17, 2015, with the option to renew for two additional one-year periods.

On August 17, 2015, the Board of Supervisors authorized an increase of \$29,645 to the contract amount, which was the amount, excluding expenses, that BPAG had estimated their projected services would be through their contract end date of November 17, 2015. The increase made a new total contract amount of \$79,645 for the contract term of November 18, 2014 to November 17, 2015.

Evaluation

Since 2006, BPAG has provided consulting and lobbying services for Gila County at the federal government level and has been instrumental in obtaining funding for Gila County.

Professional Services Contract No. 103114 with BPAG was executed on November 18, 2014, on a retainer basis. As the County or BPAG sees the need to engage BPAG for consulting and or lobbying services at the federal government level on behalf of the County, either email or telephone contact is made between the County and BPAG with an estimate of the scope of services and cost. BPAG invoices the County each month, based upon the services provided, with a not to exceed, without prior written approval of the County Board of Supervisors, annual amount of \$50,000. On August 17, 2015, the Board of Supervisors approved to increase the contract amount by \$29,645, which was the amount, excluding expenses, that BPAG estimated their projected services, through their contract end date of November 17, 2015, to be.

Amendment No. 1 to Professional Services Contract No. 103114 with BPAG will allow the County to exercise the option to renew the contract for one additional one-year period; and increase the contract amount from \$50,000 to \$75,000, *to be expensed if needed and as requested*, for the contract term of November 18, 2015 to November 17, 2016.

Conclusion

The extension of the contract term with BPAG will allow BPAG to continue its work with the County's elected officials and staff to develop and execute the County's federal program to meet the needs of the citizens of Gila County.

Recommendation

Staff recommends that the Board of Supervisors extend the existing contract with BPAG for one additional one-year term and increase the contract amount by \$25,000, for a new total contract amount of \$75,000.

Suggested Motion

Information/Discussion/Action to approve a one-year extension on the existing contract with the Bose Public Affairs Group to provide consulting and lobbying services for Gila County at the federal government level; and increase the contract amount to \$75,000. **(Don McDaniel)**

Attachments

Amendment No. 1 to Contract No. 103114-Bose Public Affairs Group
Contract No. 103114-Bose Public Affairs Group

County Attorney's Explanation of "Approve as to form"



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT NO. 103114
FEDERAL RELATIONS SERVICES
BOSE PUBLIC AFFAIRS GROUP**

Effective November 18, 2014, Gila County and Bose Public Affairs Group (BPAG) entered into a contract whereby BPAG agreed to provide Federal Relations Services on behalf of Gila County.

The contract will expire on November 17, 2015. Per Article II-Term, Gila County has the option to renew for two one year extensions, if agreed by both parties. Gila County wishes to exercise the option to renew for one additional one year extension.

Additionally, Gila County wishes to increase the original contract amount from \$50,000 (Fifty Thousand and no/100's) as identified in Article VIII-Payment, to a not to exceed, without prior written approval from the County Board of Supervisors amount of \$75,000 (Seventy-Five Thousand and no/100's).

Amendment No. 1 to Professional Services Contract No. 103114 will serve to extend the term of the contract from November 18, 2015 to November 17, 2016; and further, will increase the contract amount to \$75,000 for the contract term of November 18, 2015 to November 17, 2016.

All other terms, conditions and provisions of the original Agreement, including previously executed Amendments, if any, shall remain the same and apply during the November 18, 2015 to November 17, 2016 renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

GILA COUNTY:
GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

BOSE PUBLIC AFFAIRS GROUP



Authorized Signature



Print Name

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Jefferson R. Dalton
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Tommie C. Martin, District I
610 E. Hwy. 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John A. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel, Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius
Finance Director
Phone (928) 402-8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 103114

RETAINER FOR FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and entered into this 18th day of November, 2014, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

WITNESSETH: That **BPAG**, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

SERVICES:

The County hereby retains BPAG to perform certain services on an issue by issue basis intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Service, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County. As the County sees the need for consulting/lobbying services at the federal government level the County, through the County Manager, will contact BPAG by telephone or email to request an estimate of cost for specific consulting/lobbying services projects. If the County through the County Manager agrees with the BPAG cost estimate for services projects, the County Manager will provide written confirmation to proceed to BPAG that the County will retain BPAG to provide those specific services. BPAG will not exceed the estimated cost for any specific consulting/lobbying services project without first receiving written authorization from the County Manager.

REPORTING REQUIREMENTS:

With each monthly invoice, BPAG shall prepare and submit to the County, a written report of BPAG's activities on behalf of County for the performance of the specifically requested consulting/lobbying services projects.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.
2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
 - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
 - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

ARTICLE II – TERM: This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect for one year, with the option for two (2) one year extensions, if agreed by both parties.

ARTICLE III – EXPENSES: BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV – INDEMNIFICATION CLAUSE: BPAG shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of BPAG or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such BPA Group to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE: BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). BPAG shall further ensure that each subcontractor who performs any work for BPAG under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of BPAG’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

BPAG shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of BPAG.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

- a. Fails to perform the work under the contract in a reasonable and timely manner; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by any agent or representative of BPAG, to any officer or employee of the County.

ARTICLE VIII – PAYMENT: The Services and Reporting Requirement Services, as outlined in ARTICLE I of this agreement, will be performed on a project by project basis not to exceed, without prior written authorization, the amount specified in the cost estimate for each project. The total payment to BPAG including all applicable taxes during the term of the contract for one year from the date of Board approval will not exceed \$50,000.00 without the prior written approval of the County Board of Supervisors. Payment will be made within thirty days (30) of receipt of the written report and invoice. Each invoice and accompanying written report must show a signature by the County representative, confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by **BPAG**, the **County** agrees to pay not more than **\$ 50,000.00** including all applicable taxes, during the term of the contract.

PROFESSIONAL SERVICES CONTRACT NO. 103114

FEDERAL RELATION SERVICES

GILA COUNTY:
GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor, Chairman, Board of Supervisors

BOSE PUBLIC AFFAIRS GROUP:



Signature



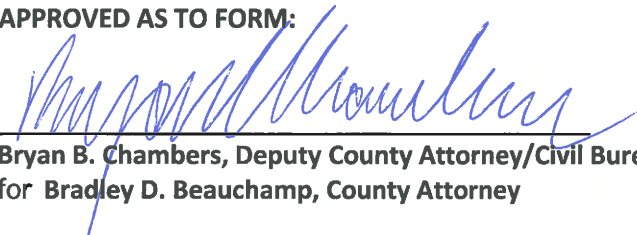
Print Name

ATTEST:



Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-3399

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 10/20/2015

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

Information and discussion to accept or reject a Citizens' Petition to begin the process to establish E. Eagles Bluff as a Primitive Road.

Background Information

On September 21, 2015 Gila County Public Works received a Citizens' Petition to establish E. Eagles Bluff as a Country Dirt Road however, the petition should have been titled Primitive Road. The citizens who signed the petition were notified that the petition should have been a Primitive Road petition and that the agenda item would read Primitive Road not Country Dirt Road. The requirements for being designated a Primitive Road state that the road has to have been opened prior to 1975. Homes were built in this area in 1965 which meets the Primitive Road requirements.

Gila County Records show homes existing along this road prior to 1966 which qualifies this road as a Primitive Road not a Country Dirt Road.

Evaluation

The petition and E. Eagles Bluff meet the requirements of Public Works Policy # ENG03-03 "Guidelines to Primitive Roads" approved by the Board of Supervisors on October 3, 2003 and revised on December 14, 2004.

Conclusion

N/A

Recommendation

The Public Works Division Director recommends that Gila County accept the Citizens' Petition to begin the process to establish E. Eagles Bluff as a Primitive Road.

Suggested Motion

Information/Discussion/Action to accept a Citizens' Petition to begin the process to establish E. Eagles Bluff as a Primitive Road. **(Steve Sanders)**

Attachments

Eagles Bluff Area Map

Citizens' Petition



ARF-3421

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 10/20/2015

Submitted By: Jeannie Sgroi,
Contracts
Administrator,
Finance Division

Department: Finance Division

Fiscal Year: FY 2015-2016 Budgeted?: Yes

Contract Dates TBD Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Award Contract No. 080515-1 - Complete Rebuild 816F Compactor.

Background Information

The Gila County Recycling and Landfill Department has the need for a complete rebuild on equipment number H-3, a CAT 816F compactor at the Buckhead Mesa landfill. It lacks the power to efficiently compact trash on steep grades.

At the September 15, 2015, Board of Supervisors' Regular Meeting, the Board authorized a Request to Advertise for Request for Proposals (RFP) No. 080515-1 for a complete rebuild of a Caterpillar 816F compactor.

Evaluation

Equipment number H-3 was purchased new on May 31, 2000, at a cost of \$267,380. It has 12,400 hours on it. It currently lacks the power to efficiently compact trash on steep grades. In reviewing all options, staff asked Caterpillar to prepare a proposal for the purchase of a new compactor, based on their City of Tucson contract through the National IPA Cooperative Purchasing Agreement, of which Gila County, as a cooperative member, can utilize. The price of a new compactor came out to \$423,512. Rebuilding the compactor is the best use of Landfill funds, as the frame is in good shape, and the wheels were rebuilt last year and should have many years of use left in them.

RFP No. 080515-1 was advertised in the Arizona Silver Belt on September 23, 2015, and September 30, 2015, with a proposal due date of October 7, 2015. The proposal was emailed to three heavy equipment repair companies, as well as posted on the County website. One proposal was received in response to RFP No. 080515-1. The bid was opened in a public setting and evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding.

RFP No. 080515-1 was issued in a manner that allowed for several possible scenarios. Per the specifications on the Price Sheet (pages 21 through 25) vendors were required to submit pricing for Part 1, Part 2 and an Option. Staff felt it necessary to include Part 2 and the Option to cover any additional repairs that may be needed. The actual cost will be valued after the machine has been torn down and carefully examined to determine the extent of the damage.

Conclusion

To rebuild equipment number H-3, an 816F Caterpillar compactor, should add many years of use to the machine. Good compaction and saving space is critical for the life of the landfill.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors award Contract No. 080515-1, for the complete rebuild of equipment number H-3, an 816F Compactor used at the Buckhead Mesa landfill in Payson, AZ. in the amount of \$195,555.47 to Empire Machinery.

Suggested Motion

Information/Discussion/Action to review the bid received for Request for Proposals No. 080515-1 for the complete rebuild of an 816F CAT compactor utilized by the Recycling and Landfill Department; award to the lowest, most responsive and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hessenius and Steve Sanders)**

Attachments

Request to Advertise

Request for Proposals No. 080515-1-Complete Rebuild 816F Compactor

As Read Bid Results

Contract No. 080515-1 - Empire Machinery

County Attorney's Explanation of approval as to form

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR		<i>Check one</i>		REQUEST NUMBER	
Bids	<u>X</u>	Proposals	<u> </u>	<u>080515-1</u>	
		Qualifications	<u> </u>	(For Procurement Use Only)	
I. DESCRIPTION: <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i>					
FUNDING	PROJECTS:		Rebuild 816F Compactor Engine		
Fund	<u>6850</u>	Dept No.	<u>341</u>	Program	<u> </u>
		Location	<u>435</u>	Account	<u>4500.40</u>
Estimated Cost \$ <u>155,000.00</u>					
INTENT					
It is the intent of this solicitation to establish a contract with a contractor to rebuild an 816F Compactor for the Recycling & Landfill Dept. the Forest Road 512-Young, AZ project.					
Signed:	<u>[Signature]</u>			Date	<u> </u>
<i>Elected Official or Department Head</i>					
II. DEPARTMENTAL INFORMATION ONLY: <i>Action Dates</i>					
DATE	Department Receipt	<u>8/5/2015</u>	Placed on Agenda	<u>8/26/2015</u>	
	Presented to Board	<u>9/15/2015</u>	Approved to Call	<u> </u>	
	Delivered to Paper	<u>9/16/2015</u>	Paper Name	<u>Arizona Silver Belt</u>	
	Advertised From	<u>9/23/2015</u>	To	<u>9/30/2015</u>	
	Closing Date	<u>10/7/2015</u>	Bid Award Date	<u>10/27/2015</u>	
	Awarded To	<u> </u>	Pre-Bid Meeting Date	<u> </u>	
III. OTHER APPROVAL: <i>Only as necessary</i>					
Department Name: <u> </u>					
Department Head Signature <u> </u>			Date <u> </u>		
Department Name: <u> </u>					
Department Head Signature <u> </u>			Date <u> </u>		
IV. APPROVED					
Finance Director Signature <u> </u>			Date <u> </u>		

REQUEST FOR PROPOSALS NO. 080515-1

COMPLETE REBUILD 816F COMPACTOR

GLOBE, ARIZONA

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

County Manager

Don E. McDaniel, Jr.

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**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Request for Proposals for the complete rebuild of an 816F Compactor for the Gila County Recycling and Landfill Department.

SUBMITTAL DUE DATE: 4:00 PM/MST, Wednesday, October 07, 2015

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the equipment, material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Complex Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested vendors may obtain a copy of this solicitation by calling the Contracts Administrator, Jeannie Sgroi at 928-402-8612. Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding technical aspects of this Request for Proposals shall be directed to:


John Root, Shop/Fleet/Fuel Manager, PH. 928-402-8524

Questions regarding general terms and conditions of this Request for Proposals should be directed to:

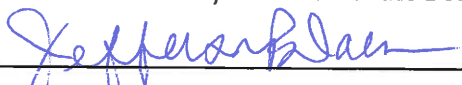
Jeannie Sgroi, Contracts Administrator, PH. 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board office.

Arizona Silver Belt Advertisement Dates: **September 23 and September 30, 2015**

Signed: 
Michael A. Pastor/Chairman of the Board

Date: 9-15-15

Signed: 
Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

Date: 9-15-15

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

SCOPE OF WORK

It is the intent of this solicitation to award a contract for the rebuilding of one 816F Caterpillar Compactor Engine.

See attached: **(Exhibit "C") Pages 14-15 for Minimum Specifications** and **pages 21-25** as specified on **Price Sheet** for total price being proposed.

Vendors who agree to provide the Minimum Proposal Specifications for this equipment rebuild shall be considered for award.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Proposal

- A. Proposals will be received by the Gila County Finance Department, from Vendor(s) to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Proposals only from qualified, experienced Vendors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each Vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendor(s) must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, **original signature in ink**, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Forms in evaluating the capacity of the Vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature-Offer Page at time and place of opening shall be grounds for automatic disqualification of the Vendor(s) from further consideration.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Instructions to Vendors continued...

- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Vendor; if initialed, the County may require the Vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Vendors in one of the following manners:

- 1. The Vendors Checklist form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Vendor Checklist Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Proposal being rejected as non-responsive.

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Vendor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Instructions to Vendors continued...

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of "As Read" proposals received is on file in the Finance Department.

Late Proposals

Any proposal received later than the date and time specified on the Notice for Proposal will be returned unopened. Late Proposals shall not be considered. Any Vendor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is required that Three copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Vendor

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Instructions to Vendors continued...

awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Vendors errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "REQUEST FOR PROPOSALS" with Proposal Title "COMPLETE REBUILD 816F COMPACTOR", Bid Number, "080515-1", Date "WEDNESDAY, OCTOBER 07, 2015", and Time "4:00 PM MST" of Proposal opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the RFP notice.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as a total, or any part thereof, whichever is deemed to be in the best interest, and most advantageous to Gila County.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Vendor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Board of Supervisors.
5. Those Vendors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

General Terms & Conditions continued...

Protests

A protest of a solicitation must be received at the Gila County Board of Supervisors before the solicitation opening date. Only other Vendors have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after Proposal opening. A protest must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature appearing on page 27, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form(s) pages 16-17.

Indemnification

The Vendor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Vendor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Contract Award Agreement continued...

Vendor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Vendor for the County.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Vendor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approve the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Contract Award Agreement continued...

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty** (30) days written notice to the Vendor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions, services or specifications required in the contract.
2. In the opinion of the County, Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Contract Award Agreement continued...

exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award where such action serves the County's best interest.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Fiscal Services Manager shall give written notice to the Vendor submitting this request.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: The complete rebuild of an 816F Compactor.

Purpose:

It is the intent of Gila County to establish, by this Request for Proposals, the contract to have a qualified contractor provide a complete rebuild of an 816F Compactor.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing and stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Vendor shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 Three (3) copies with original signatures of all submissions is MANDATORY.
 - 1.5.2 Qualification and Certification Form, MANDATORY. (Attachment page 16-17)
 - 1.5.3 Reference List, MANDATORY. (Attachment page 18)
 - 1.5.4 Legal Arizona Workers Act Compliance, MANDATORY. (Attachment page 19)
 - 1.5.5 Non Collusion Affidavit, MANDATORY. (Attachment page 20)
 - 1.5.6 Pricing pages, MANDATORY. (Attachment page 21-25)
 - 1.5.7 Vendor Checklist, MANDATORY. (Attachment page 26)
 - 1.5.8 Offer page, MANADATORY. (Attachment page 27-28)

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Minimum Specifications continued...

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for each **Complete Rebuild 816F Compactor** during the contract period. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one hundred and twenty calendar days (120), unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 ORDERING: Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Buckhead Mesa Landfill, 1321 E. Buckhead Mesa Landfill Road, Payson, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
- 3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 4.0

CONTRACT NUMBER: 080515-1, COMPLETE REBUILD OF 816F COMPACTOR

The applicant submitting this Proposal warrants the following:

- 4.1 Name, Address, and Telephone Number of Principal Vendor:

- 4.2 Has Vendor (under its present or any previous name) ever failed to complete a contract?
_____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
- 4.3 Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
- 4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Qualification & Certification Form continued...

4.5 Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.

Signature of Authorized Representative

Printed Name

Title

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
----------------------------------	------------------	------------------------

Signature of Authorized Person to Sign

Printed Name

Title

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Name of Individual) being first duly sworn, deposes and says:

That he is

(Title)

of _____
and

(Name of Business)

That he is bidding on **Gila County Request for Proposals No. 080515-1 – Complete Rebuild 816F Compactor** and,

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My Commission expires:

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

PRICE SHEET

Complete and Return this form(s) for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name: _____

Trailer Make & Model: _____

SPECIFICATIONS <i>Complete Rebuild 816F Compactor</i>	Meets Specifications <u>Yes</u> <u>No</u>	
PART 1		
REMOVE, RECONDITION AND INSTALL RADIATOR		
REMOVE AND INSTALL ENGINE		
RECONDITION 3306 ENGINE		
NEW PARTS TO BE INSTALLED:		
AIR FILTERS		
ALL SOFT HOSES		
BREATHER		
CAMSHAFT BEARINGS		
CONNECTING ROD BEARINGS		
EXHAUST STUDS		
FAN BELTS		
FRONT AND REAR CRANKSHAFT SEALS		
HAND PRIMING PUMP		
LIFTER CLIPS		
OIL, OIL FILTERS, FUEL FILTERS		
ALL GASKETS AND SEALS		
SENSORS AND SWITCHES		
TEMPERATURE REGULATOR		
THRUST BEARINGS AND CRANKSHAFT BEARINGS		

RECONDITION OR INSTALL REMANUFACTURED:		
AIR COMPRESSOR		
CYLINDER HEAD(S): INCLUDES VALVE GUIDES		
EXHAUST VALVES, INTAKE VALVES, ROTATORS, SPRING SEATS		
CYLINDER LINER PACKS: Includes Liner, Piston, Rings, Wrist Pin and Connecting Rod		
ENGINE OIL COOLER		
FAN DRIVE		
FUEL INJECTION PUMP		
FUEL INJECTORS		
GOVERNOR		
OIL PUMPS		
TIMING ADVANCE		
TURBOCHARGER: Includes Re-bearing and Re-Seal, Clean Housings, New Gaskets, Seals and Bolts; or a Remanufactured Cartridge (where available)		
WATER PUMP		
ELECTRONIC CONTROL MODEL		
REQUIRED PRODUCT UPDATES		
QUALITY CONTROL RECORD		
SERVICES TO BE PERFORMED:		
OPERATIONAL TEST, TO INCLUDE:		
CHECK AND ADJUST HIGH IDLE, LOW IDLE, BALANCE POINT AND RATED SPEED		
PERFORMANCE CHECK OF ENGINE WITHIN 3% OF RATED HP		
SAMPLE ENGINE OIL AND INSPECT OIL FILTERS		
PAINT ENGINE		
REPLACE WIRING HARNESS:		
REPLACE ALL WIRING HARNESSES INCLUDING CAB HARNESSES		
REMOVE AND INSTALL TRANS, TC AND TRF GEARS		
RECONDITION POWER SHIFT TRANSMISSION: Replace all seals, gaskets, bearings, and plates that do not meet Caterpillar Re-use Guidelines		
REMOVE AND INSTALL BOTH AXLE GROUPS FOR RECONDITIONING		
REPLACE ALL AXLE MOUNTING BOLTS ON FRONT AXLE		
RECONDITION FRONT DRIVE AXLE: Replace all seals, bearings, and brake plates that do not meet Caterpillar Re-use Guidelines		

PART 2		
INSPECT OR TEST. THESE ITEMS ARE ADDITIONAL TO THE COST OF RECONDITION ONLY IF THEY DO NOT MEET CATERPILLAR RE-USE GUIDELINES:		
CAMSHAFT, CAMSHAFT ROLLERS AND FOLLOWERS		
CRANKSHAFT (INSPECT AND POLISH), CYLINDER BLOCK		
ENGINE MOUNTS		
FUEL INJECTION LINES		
HEAT SHIELDS		
PISTON SPRAY TUBES		
PULLEYS AND DAMPER		
GEARS		
RING GEAR		
ROCKER ARM ASSEMBLY		
SPACER PLATE AND LINER PROTRUSION		
STARTER AND ALTERNATOR		
TRANSMISSION AND OTHER ATTACHED OIL COOLER		
DAMAGED REMANUFACTURED OR NON-CATERPILLAR CORES		
DAMAGED MAJOR CASTINGS (CYLINDER BLOCK, FUEL PUMP HOUSING, FRONT COVER, REAR COVER, FLYWHEEL, FLYWHEEL HOUSING, OIL PAN CRANKSHAFT)		
OPTION		
REPAIR AND APPLY ABRASION RESENT MATERIAL (NOT HARD FACE) ON THE OUTER HORIZONTAL EDGE OF THE WHEEL ASSEMBLY OF ALL FOUR WHEELS.		
<p>THIS SPACE INTENTIONALLY LEFT BLANK</p>		

PART 1 SUB-TOTAL	\$.
ELIGIBLE DISCOUNTS	\$.
TAXES	\$.
<i>TOTAL COST OF PART 1</i>	\$.
PART 2 SUB-TOTAL	\$.
ELIGIBLE DISCOUNTS	\$.
TAXES	\$.
<i>TOTAL COST OF PART 2</i>	\$.
OPTION -WHEEL REPAIR-SUB-TOTAL	\$.
ELIGIBLE DISCOUNTS	\$.
TAXES	\$.
<i>TOTAL COST OF OPTION-WHEEL REPAIR</i>	\$.

Estimated Date of Delivery: _____

Delivery Location: Gila County Buckhead Mesa Landfill, 1321 E. Buckhead Mesa Landfill Road, Payson, AZ, or other site which may be designated.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

VENDOR CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed and submitted with this RFP. If Vendor fails to complete and execute any portion of the Bid Documents, this RFP will be determined to be “non-responsive” and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED - EXECUTED

QUALIFICATION & CERTIFICATION FORM

REFERENCE LIST

LEGAL AZ WORKERS ACT COMPLIANCE

NON COLLUSION AFFIDAVIT

PRICE SHEET

OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2015

VENDOR:

BY:

Each proposal shall be sealed in an envelope addressed to Jeannie Sgroi, Gila County Finance Department and bearing the following statement on the outside of the envelope: **Bid No. 080515-1, Complete Rebuild 816F Compactor.** All proposals shall be filed with the Gila County Finance Department at **1400 E. Ash St., Globe, AZ** on or before **4:00 PM, Wednesday, October 07, 2015.**

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the equipment, material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

CONTRACT NO.: 080515-1 Complete Rebuild 816F Compactor

Vendor Submitting Proposal:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

Signature of Authorized Representative

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Offer Page continued...

The Vendor _____ is now bound to provide the materials or services listed in RFP No.: 080515-1, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County or public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

Michael A. Pastor, Chairman of the Board

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

AS-READ BID RESULTS**GILA COUNTY****BID****TITLE:** Complete Rebuild 816F Compactor**BID****NO:** 080515-1**Due Date:** 10-07-15/4:00 P.M.

BIDDER FIRM NAME	BID AMOUNT
Empire CAT	Part 1 - \$152,476.98 Part 2 - \$ 21,668.69 Part 3 - \$ 21,409.80
Baker Machinery, Inc.	No Bid
Road Machinery	No Bid

NOTE: These are "As-Read Bid Results" only. Award is pending Gila County Board of Supervisors approval at the 11-17-15 Board of Supervisors meeting.

Gila County

Proposal For

Gila County RFP 080515-1

Complete Rebuild 816F Compactor

**Wednesday, October 7th, 2015
4:00 P.M. Local Time**

**Submitted By: EMPIRE MACHINERY
Bill Masters
1725 S. Country Club Dr.
Mesa, AZ 85210**



REQUEST FOR PROPOSALS NO. 080515-1

COMPLETE REBUILD 816F COMPACTOR

GLOBE, ARIZONA

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

County Manager

Don E. McDaniel, Jr.

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**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Request for Proposals for the complete rebuild of an 816F Compactor for the Gila County Recycling and Landfill Department.

SUBMITTAL DUE DATE: 4:00 PM/MST, Wednesday, October 07, 2015

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the equipment, material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Complex Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested vendors may obtain a copy of this solicitation by calling the Contracts Administrator, Jeannie Sgroi at 928-402-8612. Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding technical aspects of this Request for Proposals shall be directed to:


John Root, Shop/Fleet/Fuel Manager, PH. 928-402-8524

Questions regarding general terms and conditions of this Request for Proposals should be directed to:

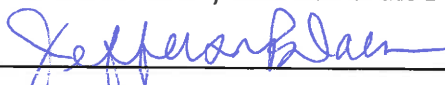
Jeannie Sgroi, Contracts Administrator, PH. 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board office.

Arizona Silver Belt Advertisement Dates: **September 23 and September 30, 2015**

Signed: 
Michael A. Pastor/Chairman of the Board

Date: 9-15-15

Signed: 
Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

Date: 9-15-15

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

SCOPE OF WORK

It is the intent of this solicitation to award a contract for the rebuilding of one 816F Caterpillar Compactor Engine.

See attached: **(Exhibit "C") Pages 14-15** for **Minimum Specifications** and **pages 21-25** as specified on **Price Sheet** for total price being proposed.

Vendors who agree to provide the Minimum Proposal Specifications for this equipment rebuild shall be considered for award.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Proposal

- A. Proposals will be received by the Gila County Finance Department, from Vendor(s) to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Proposals only from qualified, experienced Vendors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each Vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendor(s) must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, **original signature in ink**, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Forms in evaluating the capacity of the Vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature-Offer Page at time and place of opening shall be grounds for automatic disqualification of the Vendor(s) from further consideration.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Instructions to Vendors continued...

- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Vendor; if initialed, the County may require the Vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Vendors in one of the following manners:

- 1. The Vendors Checklist form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Vendor Checklist Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Proposal being rejected as non-responsive.

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Vendor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Instructions to Vendors continued...

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of "As Read" proposals received is on file in the Finance Department.

Late Proposals

Any proposal received later than the date and time specified on the Notice for Proposal will be returned unopened. Late Proposals shall not be considered. Any Vendor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is required that Three copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Vendor

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Instructions to Vendors continued...

awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Vendors errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "REQUEST FOR PROPOSALS" with Proposal Title "COMPLETE REBUILD 816F COMPACTOR", Bid Number, "080515-1", Date "WEDNESDAY, OCTOBER 07, 2015", and Time "4:00 PM MST" of Proposal opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the RFP notice.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as a total, or any part thereof, whichever is deemed to be in the best interest, and most advantageous to Gila County.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Vendor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Board of Supervisors.
5. Those Vendors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

General Terms & Conditions continued...

Protests

A protest of a solicitation must be received at the Gila County Board of Supervisors before the solicitation opening date. Only other Vendors have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after Proposal opening. A protest must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature appearing on page 27, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form(s) pages 16-17.

Indemnification

The Vendor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Vendor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Contract Award Agreement continued...

Vendor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Vendor for the County.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Vendor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approve the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Contract Award Agreement continued...

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty** (30) days written notice to the Vendor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions, services or specifications required in the contract.
2. In the opinion of the County, Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Contract Award Agreement continued...

exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award where such action serves the County's best interest.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Fiscal Services Manager shall give written notice to the Vendor submitting this request.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: The complete rebuild of an 816F Compactor.

Purpose:

It is the intent of Gila County to establish, by this Request for Proposals, the contract to have a qualified contractor provide a complete rebuild of an 816F Compactor.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing and stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Vendor shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 Three (3) copies with original signatures of all submissions is MANDATORY.
 - 1.5.2 Qualification and Certification Form, MANDATORY. (Attachment page 16-17)
 - 1.5.3 Reference List, MANDATORY. (Attachment page 18)
 - 1.5.4 Legal Arizona Workers Act Compliance, MANDATORY. (Attachment page 19)
 - 1.5.5 Non Collusion Affidavit, MANDATORY. (Attachment page 20)
 - 1.5.6 Pricing pages, MANDATORY. (Attachment page 21-25)
 - 1.5.7 Vendor Checklist, MANDATORY. (Attachment page 26)
 - 1.5.8 Offer page, MANADATORY. (Attachment page 27-28)

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

Minimum Specifications continued...

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for each **Complete Rebuild 816F Compactor** during the contract period. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one hundred and twenty calendar days (120), unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 ORDERING: Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Buckhead Mesa Landfill, 1321 E. Buckhead Mesa Landfill Road, Payson, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
- 3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 4.0

CONTRACT NUMBER: 080515-1, COMPLETE REBUILD OF 816F COMPACTOR

The applicant submitting this Proposal warrants the following:

4.1 Name, Address, and Telephone Number of Principal Vendor:

Empire Southwest, LLC

1725 S. Country Club Dr. Mesa, AZ 85210

480-633-4000

4.2 Has Vendor (under its present or any previous name) ever failed to complete a contract?

_____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.

4.3 Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Qualification & Certification Form continued...

4.5 Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.



Signature of Authorized Representative

John Helms

Printed Name

VP / CFO

Title

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
Dalmolin Excavating #4 Dalmolin Heights Globe, AZ 85501-2649	928-812-1083	Frank Dalmolin
5-D Mining PO Box 2539 Globe, AZ 85502-2539	928-812-1038	Ben Dalmolin
Oddonetto Construction 341 S. Hill St. Globe, AZ 85501	928-200-1220	Michael Oddonetto
H&E Ranch 1936 Hicks Dr. Globe, AZ 85501	928-425-4540	Hollis Crim



Signature of Authorized Person to Sign

John Helms

Printed Name

VP / CFO

Title

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.


County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative
John Helms

Printed Name
VP / CFO

Title

REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
COUNTY OF: Maricopa)ss

John Helms

(Name of Individual) being first duly sworn, deposes and says:

That he is

VP / CFO

(Title)

of Empire Southwest, LLC "Empire"
and

Empire

(Name of Business)

That [^]he is bidding on **Gila County Request for Proposals No. 080515-1 – Complete Rebuild 816F Compactor** and,

That neither he nor anyone associated with the said _____

Empire Southwest, LLC

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Empire Southwest, LLC

Name of Business

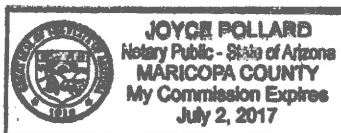
By [Signature]

VP / CFO

Title

Subscribed and sworn to before me this 6th day of October, 2015.

[Signature]
Notary Public



My Commission expires:

7-2-2017

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

PRICE SHEET

Complete and Return this form(s) for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name: Empire Southwest, LLC

Trailer Make & Model: 816F Compactor

SPECIFICATIONS <i>Complete Rebuild 816F Compactor</i>	Meets Specifications <i>Yes No</i>	
PART 1		
REMOVE, RECONDITION AND INSTALL RADIATOR	X	
REMOVE AND INSTALL ENGINE	X	
RECONDITION 3306 ENGINE	X	
NEW PARTS TO BE INSTALLED:		
AIR FILTERS	X	
ALL SOFT HOSES	X	
BREATHER	X	
CAMSHAFT BEARINGS	X	
CONNECTING ROD BEARINGS	X	
EXHAUST STUDS	X	
FAN BELTS	X	
FRONT AND REAR CRANKSHAFT SEALS	X	
HAND PRIMING PUMP	X	
LIFTER CLIPS	X	
OIL, OIL FILTERS, FUEL FILTERS	X	
ALL GASKETS AND SEALS	X	
SENSORS AND SWITCHES	X	
TEMPERATURE REGULATOR	X	
THRUST BEARINGS AND CRANKSHAFT BEARINGS	X	

RECONDITION OR INSTALL REMANUFACTURED:		
AIR COMPRESSOR	X	
CYLINDER HEAD(S): INCLUDES VALVE GUIDES	X	
EXHAUST VALVES, INTAKE VALVES, ROTATORS, SPRING SEATS	X	
CYLINDER LINER PACKS: Includes Liner, Piston, Rings, Wrist Pin and Connecting Rod	X	
ENGINE OIL COOLER	X	
FAN DRIVE	X	
FUEL INJECTION PUMP	X	
FUEL INJECTORS	X	
GOVERNOR	X	
OIL PUMPS	X	
TIMING ADVANCE	X	
TURBOCHARGER: Includes Re-bearing and Re-Seal, Clean Housings, New Gaskets, Seals and Bolts; or a Remanufactured Cartridge (where available)	X	
WATER PUMP	X	
ELECTRONIC CONTROL MODEL	X	
REQUIRED PRODUCT UPDATES	X	
QUALITY CONTROL RECORD	X	
SERVICES TO BE PERFORMED:		
OPERATIONAL TEST, TO INCLUDE:		
CHECK AND ADJUST HIGH IDLE, LOW IDLE, BALANCE POINT AND RATED SPEED		
PERFORMANCE CHECK OF ENGINE WITHIN 3% OF RATED HP		
SAMPLE ENGINE OIL AND INSPECT OIL FILTERS		
PAINT ENGINE		
REPLACE WIRING HARNESS:		
REPLACE ALL WIRING HARNESSES INCLUDING CAB HARNESSES		
REMOVE AND INSTALL TRANS, TC AND TRF GEARS		
RECONDITION POWER SHIFT TRANSMISSION: Replace all seals, gaskets, bearings, and plates that do not meet Caterpillar Re-use Guidelines		
REMOVE AND INSTALL BOTH AXLE GROUPS FOR RECONDITIONING		
REPLACE ALL AXLE MOUNTING BOLTS ON FRONT AXLE		
RECONDITION FRONT DRIVE AXLE: Replace all seals, bearings, and brake plates that do not meet Caterpillar Re-use Guidelines		

RECONDITION REAR DRIVE AXLE: Replace all seals, bearings, and brake plates that do not meet Caterpillar Re-use Guidelines
REBUILD - REPAIR OSCILLATION MOUNT AS REQUIRED
REPLACE TRANSMISSION LINES IF NEEDED, AND ALL HOSES
REPLACE ALL POWER TRAIN HOSES
REPLACE TRANSMISSION CONTROL
RECONDITION DRIVE SHAFTS AND CARRIER BEARING: Replace crosses and slip joint, if needed
REMOVE AND INSTALL STEERING CYLINDER
REPLACE PINS, HARDWARE AND SEALS ON BOTH STEERING CYLINDER MOUNTS
RECONDITION STEERING CYLINDERS: Replace all seals, hone cylinders, check rod for true, replace-repair rod, if needed
RECONDITION LIFT CYLINDERS: Replace all seals, hone cylinders, check rod for true, replace-repair rod, if needed
REPLACE HYDRAULIC AND STEERING HOSES
RECONDITION IMPLEMENT PUMP
RESEAL HYDRAULIC CONTROL VALVE
RESEAL CONTROL VALVES, STEERING AND HYDRAULIC
REPLACE HEADLINER, FLOOR-MAT, SEAT, BROKEN PANELS AND INDICATORS. ALL WIRING IS TO BE REPLACED.
REFRESH AND REPAIR AIR CONDITIONER SYSTEM AS NEEDED
DISASSEMBLE AND ASSEMBLE ARTICULATION PIVOT PIN Replace seals, bearings and pins, as needed. Machine bores if needed.
REMOVE AND INSTALL GUARD GROUP ASSEMBLY, LANDFILL GUARDING SYSTEM
WELD MINOR CRACKS, STRENGTHEN GUARDS
TEST AND ADJUST PRODUCT LINK TO ENSURE IT IS WORKING PROPERLY
TEST AND ADJUST POWERTRAIN
TEST AND ADJUST ALL HYDRAULIC AND POWERTRAIN PRESSURES AND CALIBRATIONS AFTER MACHINE REBUILD
PAINT MACHINE
PREP-PAINT: STANDARD MACHINE IDENTIFIER DECALS, SAFETY DECALS AND OPERATIONAL DECALS INCLUDED
36 MONTH OR 5000 HOUR POWERTRAIN WARRANTY
TRANSPORT MACHINE ROUND TRIP FROM PAYSON LANDFILL TO BIDDERS SHOP
THIS SPACE INTENTIONALLY LEFT BLANK

PART 2		
INSPECT OR TEST. THESE ITEMS ARE ADDITIONAL TO THE COST OF RECONDITION ONLY IF THEY DO NOT MEET CATERPILLAR RE-USE GUIDELINES:		
CAMSHAFT, CAMSHAFT ROLLERS AND FOLLOWERS	X	
CRANKSHAFT (INSPECT AND POLISH), CYLINDER BLOCK	X	
ENGINE MOUNTS	X	
FUEL INJECTION LINES	X	
HEAT SHIELDS	X	
PISTON SPRAY TUBES	X	
PULLEYS AND DAMPER	X	
GEARS	X	
RING GEAR	X	
ROCKER ARM ASSEMBLY	X	
SPACER PLATE AND LINER PROTRUSION	X	
STARTER AND ALTERNATOR	X	
TRANSMISSION AND OTHER ATTACHED OIL COOLER	X	
DAMAGED REMANUFACTURED OR NON-CATERPILLAR CORES	X	
DAMAGED MAJOR CASTINGS (CYLINDER BLOCK, FUEL PUMP HOUSING, FRONT COVER, REAR COVER, FLYWHEEL, FLYWHEEL HOUSING, OIL PAN CRANKSHAFT)	X	
OPTION		
REPAIR AND APPLY ABRASION RESISTANT MATERIAL (NOT HARD FACE) ON THE OUTER HORIZONTAL EDGE OF THE WHEEL ASSEMBLY OF ALL FOUR WHEELS.	X	
<p>THIS SPACE INTENTIONALLY LEFT BLANK</p>		

PART 1 SUB-TOTAL	\$ 171,981.52
ELIGIBLE DISCOUNTS	\$ 25,436.91
TAXES	\$ 5,932.37
TOTAL COST OF PART 1	\$ 152,476.98
PART 2 SUB-TOTAL	\$ 25,067.90
ELIGIBLE DISCOUNTS	\$ 5,013.58
TAXES	\$ 1,614.34
TOTAL COST OF PART 2	\$ 21,668.69
OPTION -WHEEL REPAIR-SUB-TOTAL	\$ 21,120.00
ELIGIBLE DISCOUNTS	\$ 0.00
TAXES	\$ 289.80
TOTAL COST OF OPTION-WHEEL REPAIR	\$ 21,409.80

Estimated Date of Delivery: 1/11/2016* Based on 11/11/2015 Delivery Date

Delivery Location: Gila County Buckhead Mesa Landfill, 1321 E. Buckhead Mesa Landfill Road, Payson, AZ, or other site which may be designated.

***Total not to exceed \$195,555.47**

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

VENDOR CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed and submitted with this RFP. If Vendor fails to complete and execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED - EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

REFERENCE LIST

X

LEGAL AZ WORKERS ACT COMPLIANCE

X

NON COLLUSION AFFIDAVIT

X

PRICE SHEET

X

OFFER PAGE

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this 6th day of October, 2015

Empire Southwest, LLC

VENDOR:

John Helms

BY:

Each proposal shall be sealed in an envelope addressed to Jeannie Sgroi, Gila County Finance Department and bearing the following statement on the outside of the envelope: **Bid No. 080515-1, Complete Rebuild 816F Compactor.** All proposals shall be filed with the Gila County Finance Department at **1400 E. Ash St., Globe, AZ** on or before **4:00 PM, Wednesday, October 07, 2015.**

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the equipment, material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

CONTRACT NO.: 080515-1 Complete Rebuild 816F Compactor

Vendor Submitting Proposal:

Empire Southwest, LLC
Company Name
1725 S. Country Club Dr.
Address
Mesa AZ 85210
City State Zip

For clarification of this offer, contact:

Name: Bill Masters
Phone No.: 602-206-7990
Fax No.: 480-633-4489
Email: Bill.Masters@empire-cat.com



Signature of Authorized Representative

John Helms

Printed Name

VP / CFO

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 080515-1
COMPLETE REBUILD 816F COMPACTOR**

Offer Page continued...

The Vendor Empire Southwest, LLC is now bound to provide the materials or services listed in RFP No.: 080515-1, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County or public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this _____ day of _____, 2015

Michael A. Pastor, Chairman of the Board

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

SOLD TO

GILA COUNTY PAYSON MAINT
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
STAR VALLEY AZ 85541

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION			

CATERPILLAR CERTIFIED CRITERIA AND REUSE
GUIDELINES WILL BE USED TO DETERMINE THE CONDITION
OF PARTS REUSED.

ALL MAJOR CASTINGS, MAIN FRAMES, GEARS, SHAFTS,
HVC, HONING, HYDRAULIC RODS OR BARRELS ARE NOT
INCLUDED IN THIS BID.

MACHINE ROPS MUST CONTAIN NO HOLES DRILLED IN ROPS
STRUCTURE. IF HOLES ARE PRESENT, ROPS MUST BE
REPLACED.

BULLDOZERS, UNDERCARRIAGE, BUCKETS, COUPLERS,
TRUCK BODIES, WATER TANKS, COMPACTOR WHEELS, AND
OTHER ATTACHMENTS ARE NOT INCLUDED IN CERTIFIED
POWERTRAIN REBUILD PRICING.
AN ADDED OR SEPARATE BID WILL BE ISSUED AT
CLIENTS REQUEST.

MACHINE REBUILD TURN TIME IS 8 WEEKS FROM
MACHINE ARRIVAL AT EMPIRE SHOP IF MACHINE
DELIVERY WAS SCHEDULED WITH THE REBUILDING
FACILITY. MACHINE REBUILD TURN TIME FOR AN
UNSCHEDULED MACHINE DELIVERY STARTS AT
THE NEXT OPEN SHOP BAY AVAILABILITY.

REMOVAL AND INSTALLATION OF ANY FIRE SUPPRESSION
WILL BE THE CLIENTS RESPONSIBILITY.
ALL REMOVALS AND INSTALLS MUST BE CONTRACTED
DIRECTLY TO CLIENT.

AVAILABLE OPTIONAL PURCHASE OF EXTENDED
POWERTRAIN WARRANTY.

MACHINES THAT EXCEED \$100,000.00 USD. WILL RECEIVE
A MACHINE REBUILD INCENTIVE PAINT WITH DECAL AT NO
CHARGE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS
BID PLEASE CONTACT YOUR PRODUCT SUPPORT
REPRESENTATIVE.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION			

ALL TERMS AND CONDITIONS OF CITY OF PHOENIX
CONTRACT NO. P-10428-20 APPLY"

10 REMV RECONDITION & INSTL RADIATOR

REMOVE AND INSTALL RADIATOR FOR RECONDITION
MISC: IS VENDOR CHARGE FOR RADIATOR RECONDITION.

13HR

TOTAL PARTS	1677.41
TOTAL LABOR	1423.50
TOTAL MISC	1857.38
SEGMENT 10 TOTAL	4958.29

11 REMOVE & INSTALL ENGINE

REMOVE AND INSTALL ENGINE FOR CPT REBUILD.

37HR

TOTAL PARTS	1246.78
TOTAL LABOR	4051.50
TOTAL MISC	0.00
SEGMENT 11 TOTAL	5298.28

12 RECONDITION ENGINE

RECONDITION 3306 ENGINE

92HR

TOTAL PARTS	17501.76
TOTAL LABOR	10074.00
TOTAL MISC	1250.00
SEGMENT 12 TOTAL	28825.76

20 REPLACE WIRING HARNESS

REPLACED ALL WIRING HARNESSES INCLUDING CAB
HARNESSES.

38.50HR



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
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DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544

QUANTITY	ITEM	DESCRIPTION		
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TOTAL PARTS	5650.94
TOTAL LABOR	3854.00
TOTAL MISC	0.00
SEGMENT 20 TOTAL	9504.94

30 REMOVE & INSTALL TRANS, TC & TRF GEARS
REMOVE AND INSTALL TRANSMISSION FOR CPT REBUILD.

60HR

TOTAL PARTS	1318.84
TOTAL LABOR	6570.00
TOTAL MISC	0.00
SEGMENT 30 TOTAL	7888.84

31 RECONDITION POWER SHIFT TRANSMISSION
39HR

TOTAL PARTS	8916.99
TOTAL LABOR	4270.50
TOTAL MISC	1500.00
SEGMENT 31 TOTAL	14687.49

32 REMOVE & INSTALL DRIVE AXLE
R&I BOTH AXLE GROUPS FOR RECONDITION. REPLACE ALL
AXLE MOUNT BOLTS ON FRONT AXLE.

26HR

TOTAL PARTS	263.35
TOTAL LABOR	2847.00
TOTAL MISC	0.00
SEGMENT 32 TOTAL	3110.35

33 RECONDITION DRIVE AXLE
FRONT
41HR



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

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EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544

QUANTITY	ITEM	DESCRIPTION		
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TOTAL PARTS	5599.32
TOTAL LABOR	4489.50
TOTAL MISC	200.00
SEGMENT 33 TOTAL	10288.82

34 RECONDITION DRIVE AXLE
REAR
47HR

TOTAL PARTS	6161.64
TOTAL LABOR	5146.50
TOTAL MISC	3000.00
SEGMENT 34 TOTAL	14308.14

35 REPLACE TRANSMISSION LINES/HOSES
REPLACE ALL POWER TRAIN HOSES.

15HR

TOTAL PARTS	2760.50
TOTAL LABOR	1642.50
TOTAL MISC	0.00
SEGMENT 35 TOTAL	4403.00

36 REPLACE TRANSMISSION CONTROL
5HR

TOTAL PARTS	1004.41
TOTAL LABOR	547.50
TOTAL MISC	0.00
SEGMENT 36 TOTAL	1551.91

38 RECONDITION DRIVE SHAFT
RECONDITION DRIVE SHAFTS AND CARRIER BEARING.
15HR



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
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EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544

QUANTITY	ITEM	DESCRIPTION		
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TOTAL PARTS	1714.17
TOTAL LABOR	1642.50
TOTAL MISC	0.00
SEGMENT 38 TOTAL	3356.67

40 REMOVE & INSTALL STEERING CYLINDER
REPLACE PINS, HARDWARE AND SEALS ON BOTH STEERING
CYLINDER MOUNTS.

7HR

TOTAL PARTS	590.40
TOTAL LABOR	766.50
TOTAL MISC	0.00
SEGMENT 40 TOTAL	1356.90

41 RECONDITION STEERING CYLINDER
4HR

TOTAL PARTS	418.75
TOTAL LABOR	383.40
TOTAL MISC	500.00
SEGMENT 41 TOTAL	1302.15

42 RECONDITION STEERING CYLINDER
4HR

TOTAL PARTS	418.75
TOTAL LABOR	383.40
TOTAL MISC	500.00
SEGMENT 42 TOTAL	1302.15

50 RECONDITION LIFT/HOIST CYLINDER
4HR



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
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EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544

QUANTITY	ITEM	DESCRIPTION	
		TOTAL PARTS	581.95
		TOTAL LABOR	383.40
		TOTAL MISC	750.00
		SEGMENT 50 TOTAL	1715.35

51 REPLACE HYDRAULIC HOSES/LINES
REPLACE HYDRAULIC AND STEERING HOSES.
20HR

TOTAL PARTS	3578.12
TOTAL LABOR	1637.95
TOTAL MISC	100.00
SEGMENT 51 TOTAL	5316.07

52 RECONDITION IMPLEMENT PUMP
5HR

TOTAL PARTS	1437.55
TOTAL LABOR	479.25
TOTAL MISC	25.00
SEGMENT 52 TOTAL	1941.80

53 RESEAL HYDRAULIC CONTROL VALVE
RESEAL CONTROL VALVES, STEERING AND HYDRAULIC.
25HR

TOTAL PARTS	2593.48
TOTAL LABOR	2737.50
TOTAL MISC	0.00
SEGMENT 53 TOTAL	5330.98

70 REPAIR CAB
REPLACE HEADLINER, FLOOR-MAT, SEAT IF NEEDED,
BROKEN PANELS OR INDICATORS.ALL WIRING REPLACED.
25HR



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
CLIENT ORDER	
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DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION			

TOTAL PARTS	5694.88
TOTAL LABOR	2737.50
TOTAL MISC	0.00
SEGMENT 70 TOTAL	8432.38

71 REPAIR AIR CONDITIONER
REFRESH AND REPAIR AIR CONDITONER SYSTEM AS
NEEDED.
5HR

TOTAL PARTS	1094.92
TOTAL LABOR	1156.20
TOTAL MISC	0.00
SEGMENT 71 TOTAL	2251.12

72 DISASSEMBLE & ASSEMBLE ARTICULATION PIVOT PIN
24HR

TOTAL PARTS	1897.95
TOTAL LABOR	3450.00
TOTAL MISC	2400.00
SEGMENT 72 TOTAL	7747.95

73 REMOVE & INSTALL GUARD GROUP ASSEMBLY
LANDFILL GUARDING SYSTEM.

15HR

TOTAL PARTS	507.89
TOTAL LABOR	1642.50
TOTAL MISC	0.00
SEGMENT 73 TOTAL	2150.39

74 WELD & MACH MACHINE
WELD MINOR CRACKS, STRANGTHEN GUARDS, MACHINE
BORES.
45HR



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

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REVISION TITLE	Rebuild

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CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION			

TOTAL PARTS	0.00
TOTAL LABOR	4927.50
TOTAL MISC	0.00
SEGMENT 74 TOTAL	4927.50

75 TEST/CHECK & ADJUST PRODUCT LINK SYSTEM
MACHINE IS ALREADY EQUIPPED WITH PRODUCT LINK,
MAKE SURE IT IS WORKING.

5HR

TOTAL PARTS	0.00
TOTAL LABOR	547.50
TOTAL MISC	0.00
SEGMENT 75 TOTAL	547.50

76 REFILL MACHINE
2HR

TOTAL PARTS	2561.35
TOTAL LABOR	219.00
TOTAL MISC	0.00
SEGMENT 76 TOTAL	2780.35

7A TEST/CHECK & ADJUST CERTIFIED POWERTRAIN
TEST, CHECK AND ADJUST ALL HYDRAULIC AND POWER
TRAIN PRESSURES AND CALIBRATIONS AFTER MACHINE
REBUILD.
MISC. IS FREIGHT.
11HR

INCLUDES TRAVEL AND LABOR FOR FIELD TECH TO
COMMISSION MACHINE ONSITE AFTER REBUILD

TOTAL PARTS	0.00
TOTAL LABOR	2650.00
TOTAL MISC	1600.00
SEGMENT 7A TOTAL	4250.00



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
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CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION			

7B CLEAN MACHINE

CLEAN MACHINE FOR SHOP/PAINT

20HR

TOTAL PARTS	0.00
TOTAL LABOR	2190.00
TOTAL MISC	0.00
SEGMENT 7B TOTAL	2190.00

7C PAINT MACHINE

CLASS B PREP - PAINT : STANDARD MACHINE
IDENTIFIER DECALS ONLY, NO SAFETY DECALS OR
OPERATIONAL DECALS INCLUDED.

REBUILD INCENTIVE PAINT, NO CHARGE TO CUSTOMER.

35.15HR

TOTAL PARTS	689.57
LESS 100 % PARTS	-689.57
TOTAL LABOR	3739.43
LESS 100 % LABOR	-3739.43
TOTAL MISC	492.75
LESS 100 % MISC	-492.75
SEGMENT 7C SUBTOTAL	4921.75
LESS -100 % DISCOUNT	-4921.75
SEGMENT 7C TOTAL	0.00

7D SERVICE EXTENDED WARRANTY MACHINE

EMPIRE 36MO/5000HR EPP EXTENDED POWER TRAIN
WARRANTY.

OPTIONAL PURCHASE.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION			

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	4200.00
LESS 100 % MISC	-4200.00
SEGMENT 7D SUBTOTAL	4200.00
LESS -100 % DISCOUNT	-4200.00
SEGMENT 7D TOTAL	0.00

7E TRANSPORT MACHINE

TRANSPORT MACHINE ROUND TRIP FROM PAYSON LANDFILL
TO EMPIRE MESA.

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	1115.00
LESS 100 % MISC	-1115.00
SEGMENT 7E SUBTOTAL	1115.00
LESS -100 % DISCOUNT	-1115.00
SEGMENT 7E TOTAL	0.00

9Z DOCUMENTATION PAPERWORK PARTS

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	-15180.47
SEGMENT 9Z TOTAL	-15180.47



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 F
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CLIENT NUMBER	0054054
DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Rebuild

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION			

ENVIRON. FEE	0.00
STATE/COUNTY TAX	4,642.72
CITY/OTHER TAX	1,289.65

TOTAL ESTIMATE	152,476.98
EXPIRATION DATE	11/14/2015

Client Approval: _____
Signature

Date

CONDITIONS:

CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 G
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Additional

SOLD TO

GILA COUNTY PAYSON MAINT
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
STAR VALLEY AZ 85541

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

CATERPILLAR CERTIFIED CRITERIA AND REUSE
GUIDELINES WILL BE USED TO DETERMINE THE CONDITION
OF PARTS REUSED.

ALL MAJOR CASTINGS, MAIN FRAMES, GEARS, SHAFTS,
HVC, HONING, HYDRAULIC RODS OR BARRELS ARE NOT
INCLUDED IN THIS BID.

MACHINE ROPS MUST CONTAIN NO HOLES DRILLED IN ROPS
STRUCTURE. IF HOLES ARE PRESENT, ROPS MUST BE
REPLACED.

BULLDOZERS, UNDERCARRIAGE, BUCKETS, COUPLERS,
TRUCK BODIES, WATER TANKS, COMPACTOR WHEELS, AND
OTHER ATTACHMENTS ARE NOT INCLUDED IN CERTIFIED
POWERTRAIN REBUILD PRICING.
AN ADDED OR SEPARATE BID WILL BE ISSUED AT
CLIENTS REQUEST.

MACHINE REBUILD TURN TIME IS 8 WEEKS FROM
MACHINE ARRIVAL AT EMPIRE SHOP IF MACHINE
DELIVERY WAS SCHEDULED WITH THE REBUILDING
FACILITY. MACHINE REBUILD TURN TIME FOR AN
UNSCHEDULED MACHINE DELIVERY STARTS AT
THE NEXT OPEN SHOP BAY AVAILABILITY.

REMOVAL AND INSTALLATION OF ANY FIRE SUPPRESSION
WILL BE THE CLIENTS RESPONSIBILITY.
ALL REMOVALS AND INSTALLS MUST BE CONTRACTED
DIRECTLY TO CLIENT.

AVAILABLE OPTIONAL PURCHASE OF EXTENDED
POWERTRAIN WARRANTY.

MACHINES THAT EXCEED \$100,000.00 USD. WILL RECEIVE
A MACHINE REBUILD INCENTIVE PAINT WITH DECAL AT NO
CHARGE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS
BID PLEASE CONTACT YOUR PRODUCT SUPPORT
REPRESENTATIVE.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 G
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Additional

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

ALL TERMS AND CONDITIONS OF CITY OF PHOENIX
CONTRACT NO. P-10428-20 APPLY"

99 HARD PARTS MACHINE
POTENTIAL HARD PARTS

NOTED HERE INCLUDE:

- CAMSHAFT
- CAMSHAFT FOLLOWERS/LIFTERS
- CRANKSHAFT
- ENGINE MOUNTS
- FUEL INJECTION LINES
- PISTON SPRAY TUBES
- PULLEYS AND DAMPER
- GEARS
- RING GEAR
- ROCKER ARMS
- STARTER
- ALTERNATOR
- OIL COOLERS

DAMAGED CORE IF REMAN ENGINE IS UTILIZED DUE TO
FAILED MAJOR CASTINGS AND CORE IS NON REFUNDABLE
A CHARGE OF 6137.54 IS POSSIBLE AND WOULD BE IN
ADDITION TO THIS BID

1	0R-3023	CAMSHAFT KIT	825.35	825.35
0		Price excludes a Core Deposit of \$586.22, which is refunded if the core is not damaged.		
1	0R-3501	CORE AS-OIL CLR	506.75	506.75
0		Price excludes a Core Deposit of \$220.52, which is refunded if the core is not damaged.		
1	0R-8279	ALTERNATOR GP- B	261.04	261.04
0		Price excludes a Core Deposit of \$333.11, which is refunded if the core is not damaged.		
1	0R-8402	CORE AS OC	1,365.90	1,365.90
0		Price excludes a Core Deposit of \$594.37, which is refunded if the core is not damaged.		
1	104-4253	LINE AS (Replaces 4P-9330)	105.75	105.75
1	104-4254	LINE AS (Replaces 4P-9330)	104.78	104.78
1	10R-0399	MOTOR GP-ELEC -C	569.25	569.25
0		Price excludes a Core Deposit of \$631.23,		

EMPIRE

SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 G
CLIENT ORDER	
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DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Additional

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	
		which is refunded if the core is not damaged.			
1	122-9405	BRACKET AS (Replaces 4P-9331)	58.18	58.18	
1	170-7502	SHAFT-DRIVE IDLER	251.42	251.42	
1	196-0028	GEAR AS-IDLER (47-TEETH)	472.52	472.52	
1	196-0224	GEAR AS-IDLER (50-TEETH)	554.74	554.74	
2	1W-9167	CLAMP A (Replaces 4P-9330)	11.84	23.68	
4	1W-9168	CLAMP	5.74	22.96	
7	1W-9168	CLAMP	5.74	40.18	
2	1W-9169	CLAMP (THREADED)	6.76	13.52	
9	1W-9169	CLAMP (THREADED)	6.76	60.84	
2	2A-1420	BOLT 12.1 cm (4.75 in.) long	12.15	24.30	
6	2S-1541	ORIFICE-JET	12.15	72.90	
1	2W-8494	PULLEY-ALTERNATOR (2-GROOVE)	182.72	182.72	
1	341-2431	DAMPER AS	434.40	434.40	
1	344-2603	CRANKSHAFT AS	5,172.01	5,172.01	
2	3B-8489	FITTING-GREASE	1.68	3.36	
3	4B-4274	WASHER (5.5X13X1.2-MM THK)	0.23	0.69	
1	4P-7822	WEIGHT AS	1,019.07	1,019.07	
1	4P-7826	GEAR-CAMSHAFT (66-TEETH)	749.47	749.47	
1	4P-7827	GEAR-CRANKSHAFT (33-TEETH)	278.37	278.37	
1	4P-9381	LINE AS (Replaces 4P-9330)	105.77	105.77	
1	4P-9382	LINE AS (Replaces 4P-9330)	105.75	105.75	
1	4P-9385	LINE AS (Replaces 4P-9331)	104.78	104.78	
1	4P-9386	LINE AS (Replaces 4P-9331)	103.81	103.81	
6	5P-4939	SCREW AS-MACHINE	2.64	15.84	
2	5P-4939	SCREW AS-MACHINE	2.64	5.28	
2	5P-8250	WASHER	3.69	7.38	
12	5S-5918	ROD	31.04	372.48	
2	6W-2342	SPACER	19.37	38.74	
1	7C-7614	BRACKET AS (Replaces 4P-9330)	34.32	34.32	
1	7E-7760	CORE	1,145.40	1,145.40	
1	7N-9145	GEAR (130 TEETH)	260.33	260.33	
1	7S-2204	WASHER-THRUST	25.78	25.78	
12	7S-3161	LIFTER	55.60	667.20	
1	7W-5699	PULLEY-CRANKSHAFT	644.67	644.67	
2	7X-0366	BOLT (3/4-10X2-IN)	3.75	7.50	



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 G
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Additional

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	
4	7X-0564	WASHER-HARD (20X51X3-MM THK)	3.12	12.48	
4	8N-1214	MOUNT AS	52.92	211.68	
6	8N-3325	ROCKER ARM GP (EXHAUST)	80.31	481.86	
6	8N-3327	ROCKER ARM GP (INLET)	68.42	410.52	
4	8V-7659	PIN AS	125.36	501.44	
1	9N-3388	SCREW	1.35	1.35	
3	9N-3388	SCREW	1.35	4.05	
1	9N-6611	PULLEY	475.65	475.65	
1	9Y-7524	PLATE (Replaces 4P-9330)	12.15	12.15	
TOTAL PARTS				18930.36	
LESS 20 % PARTS				-3786.07	
TOTAL LABOR				0.00	
TOTAL MISC				0.00	
SEGMENT 99 TOTAL				15144.29	
ENVIRON. FEE				0.00	
STATE/COUNTY TAX				954.09	
CITY/OTHER TAX				265.03	
TOTAL ESTIMATE				16,363.41	
EXPIRATION DATE				11/14/2015	

Client Approval: _____

Signature

Date

CONDITIONS:

CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	21507 H
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/14/2015
REVISION TITLE	Wheel Repair

SOLD TO

GILA COUNTY PAYSON MAINT
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
STAR VALLEY AZ 85541

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

CATERPILLAR CERTIFIED CRITERIA AND REUSE
GUIDELINES WILL BE USED TO DETERMINE THE CONDITION
OF PARTS REUSED.

ALL MAJOR CASTINGS, MAIN FRAMES, GEARS, SHAFTS,
HVC, HONING, HYDRAULIC RODS OR BARRELS ARE NOT
INCLUDED IN THIS BID.

MACHINE ROPS MUST CONTAIN NO HOLES DRILLED IN ROPS
STRUCTURE. IF HOLES ARE PRESENT, ROPS MUST BE
REPLACED.

BULLDOZERS, UNDERCARRIAGE, BUCKETS, COUPLERS,
TRUCK BODIES, WATER TANKS, COMPACTOR WHEELS, AND
OTHER ATTACHMENTS ARE NOT INCLUDED IN CERTIFIED
POWERTRAIN REBUILD PRICING.
AN ADDED OR SEPARATE BID WILL BE ISSUED AT
CLIENTS REQUEST.

MACHINE REBUILD TURN TIME IS 8 WEEKS FROM
MACHINE ARRIVAL AT EMPIRE SHOP IF MACHINE
DELIVERY WAS SCHEDULED WITH THE REBUILDING
FACILITY. MACHINE REBUILD TURN TIME FOR AN
UNSCHEDULED MACHINE DELIVERY STARTS AT
THE NEXT OPEN SHOP BAY AVAILABILITY.

REMOVAL AND INSTALLATION OF ANY FIRE SUPPRESSION
WILL BE THE CLIENTS RESPONSIBILITY.
ALL REMOVALS AND INSTALLS MUST BE CONTRACTED
DIRECTLY TO CLIENT.

AVAILABLE OPTIONAL PURCHASE OF EXTENDED
POWERTRAIN WARRANTY.

MACHINES THAT EXCEED \$100,000.00 USD. WILL RECEIVE
A MACHINE REBUILD INCENTIVE PAINT WITH DECAL AT NO
CHARGE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS
BID PLEASE CONTACT YOUR PRODUCT SUPPORT
REPRESENTATIVE.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
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ESTIMATE NUMBER	21507 H
CLIENT ORDER	
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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	12402	P008544
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

ALL TERMS AND CONDITIONS OF CITY OF PHOENIX
CONTRACT NO. P-10428-20 APPLY"

9Y REPAIR COMPACTOR WHEEL

REMOVE HARD FACING THAT IS CURRENTLY ON THE WHEELS
AND BUILD UP LH AND RH COMPACTOR WHEEL EDGE. APPLY
ABRASION RESISTANT MATERIAL ON OUTER HORIZONTAL
EDGE OF WHEEL

TOTAL PARTS	0.00
TOTAL LABOR	17520.00
TOTAL MISC	3600.00
SEGMENT 9Y TOTAL	21120.00

ENVIRON. FEE	0.00
STATE/COUNTY TAX	226.80
CITY/OTHER TAX	63.00

TOTAL ESTIMATE	21,409.80
EXPIRATION DATE	11/14/2015

Client Approval: _____

Signature

Date

CONDITIONS:

CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.

EMPIRE**CAT**[®]

Certified Power Train Rebuild

Gila County,

October 5, 2015

The CPT program includes complete disassembly and all critical engineering updates are incorporated during the rebuild. The following components are included (As outlined in "Part 1 of bid Packet")

- ✓ Basic Engine including – Fuel, oil, water pump, turbo, governor, Engine Control module.
- ✓ Radiator and Oil Coolers
- ✓ Transmission, Transmission pumps and Transmission Hydraulic controls.
- ✓ Torque Converter
- ✓ Drive Line and U-Joints
- ✓ Differential
- ✓ Transfer Gear Group
- ✓ Drive Axles, Final Drives
- ✓ Electronic Controls and Sensors that function to direct power to move machine.
- ✓ Recondition Hydraulic cylinders (Steering and Hoist).
- ✓ Recondition Hydraulic pumps and motors.
- ✓ Replace and/or re hose specific Power train hoses.
- ✓ Re Bearing and reseal Articulation joints.
- ✓ Recondition Cab. Includes **NEW** Seat, Floor mat, latches, headliner, and door/window seals. Recondition A/C, control linkage.
- ✓ Standard Warranty from Empire is 12 months Parts and Labor on Power Train Components.
- ✓ CAT Power Train Extended Warranty 3year/5000 hour
- ✓ Standard **TURN TIME** is **8 WEEKS**.

**Turn time is subject to change based on shop availability for the scheduled time.*



Certified Power Train Rebuild

Price for CPT after discounts for **816F S/N 5FN00447**

\$152,476.98

Empire Programs included are as follows;

- *Transport machine (\$ 1,115.00 Value)*
- *20% Discount off Parts (\$15,180.47 Value)*
- *FREE Machine Paint job. (\$4,921.75 Value)*
- *FREE Extended Warranty (\$4,200.00 Value)*

*** Total Saving Valued at \$25,417.22**

Thank you for the opportunity to provide you with this bid. If you have any questions please call me at **602-206-7990**

Sincerely,

Bill Masters
Product Support Sales Representative

The following Items are optional to perform during the CPT rebuild based on the needs of the particular machine.

- ✓ Additional Items included on "Part 2" of bid packet \$21,668.69
- ✓ Optional Wheel Repair as outlined in "Part 3" of bid packet \$21,409.80
- ❖ Major castings, gears or other hard parts will be salvaged (Machine, welded etc.) to new specifications. Used parts will also be an option before any part is replaced with new.

Warranty Options

- ✓ 3 year / 5000 Hour Powertrain

Finance Option available;

1. Empire Account Net 30 day from invoice date of work order.
2. Cat Access Financing Available. 0% for the following terms
 - 6 months no payments and 12 equal monthly payments.
 - 12 Equal monthly payments



Certified Power Train Rebuild

- 18 Equal monthly payments
- 24 Equal monthly payments

* Cannot be combined with the parts rebate program.

**CAT Access requires application form to be completed and approved. Form is available online at www.cataccessaccount.com.*



October 5 2015

Gila County Arizona

On behalf of EMPIRE MACHINERY, we certainly appreciate the opportunity to provide a bid for a Cat Certified Power Train and Hydraulic Rebuild on your 816F Landfill Compactor S/N 5FN00447

EMPIRE MACHINERY is the only authorized Caterpillar dealership in Arizona. As your local Caterpillar Dealership, we are the only dealership in the state of Arizona capable of performing a Cat Certified Rebuild which comes with an extended Caterpillar warranty. We have full access to Caterpillar resources for machine and component updates related to performance and maintenance improvements for all Caterpillar machines, thus providing you the latest product updates for your 816F Compactor during the rebuild process. By providing a documented repair history for the components, along with OEM parts and Caterpillar dealership resources, you have a known component/system within the machine that will help it hold its highest possible mechanical reliability and future resale value.

We perform more Caterpillar Certified Rebuilds than any other Caterpillar dealer in North America.

The rebuild of the power train components will carry a One Year Parts and Labor Warranty. In addition, an extended 3 Year/5000 Hour Parts and Labor Warranty has been provided in the proposal for the power train components. These warranties can protect you against unexpected costs.

EMPIRE MACHINERY has the capability to provide parts and service product support coverage 24 hours a day, 7 days a week, 365 days a year.

If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Masters', with a stylized flourish at the end.

Bill Masters
Product Support Sales Representative
Empire Machinery
602-206-7990
Bill.Masters@empire-cat.com



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

Regular BOS Meeting

Meeting Date: 10/20/2015
Submitted For: Jacque Griffin, Asst. County Manager/Librarian
Submitted By: Janice Cook, Administrative Services Manager, Asst County Manager/Library District
Department: Asst County Manager/Library District Division: Administrative Services

InformationRequest/Subject

County response to USFS NEPA & WSR proposals for Fossil Creek

Background Information

The United States Forest Services (USFS) has announced its intention to initiate the National Environmental Policy Act (NEPA) for two Fossil Creek Wild and Scenic River (FC-WSR) proposals. The FC-WSR is located within the boundaries of the Coconino and Tonto National Forests. That part of the FC-WSR which is located on the Tonto National Forest is accessed via Forest Road 708 near Strawberry, Gila County, Arizona. *(See full text of announcement attached.)*

In the September 16, 2015, announcement, USFS describes its purpose in initiating NEPA for FC-WSR is to address public safety issues and to protect water resources. It is the intent of USFS to:

- Implement managed day use and reduce overnight camping;
- Establish an online reservation system for vehicle access and deploy entry booths to manage traffic according to the reservation system; and,
- Conduct a geotechnical soil survey with sample drilling and material excavation in preparation for replacement of Fossil Creek Bridge.

USFS is requesting and will accept public comment until **October 22, 2015**.

Evaluation

Part of the Fossil Creek Wild and Scenic River (FC-WSR) affected by the United States Forest Service (USS) proposal to initiate National Environmental Policy Act lies within Gila County and will affect residents and visitors alike.

Fossil Creek was the site of the first hydroelectric power system in Arizona. In 1909, a dam was built across the creek that diverted the entire baseflow for hydropower generation. In 2005, that project was decommissioned and full flows were returned to Fossil Creek. Since that time, as the area's exposure and reputation has grown, public use has dramatically increased -- from 20,000 visitors in 2006 to 80,000 in 2013 during the "high season" of June - September -- and has resulted in many visitors being turned away on busy, particularly holiday, weekends. Since 2011, visitor parking has been managed an average of 4 days per week at the Camp Verde and Strawberry trailheads with barricades and gates and allows for 261 vehicles in the WSR Corridor (approximately 1,044 people).

Visitors accessing the WSR from the Strawberry side are often doing so after hours and on days when USFS personnel are not present, resulting in unmanaged and haphazard parking in undesignated areas, blocked roadways/emergency egress, and riparian vegetation disturbance and removal as visitors take any opportunity for parking and camping. There are about 99 inventoried, undesignated campsites and the high volume of visitors is resulting in abandoned trash, feces and toilet paper throughout the FC-WSR Corridor. Because the area is a sacred site for the Yavapai Apache, there are no sanitation facilities; further, the remoteness of the area also precludes the use of "porta potties" -- all of which poses a threat to water quality.

Also, on the Strawberry side visitors must access the FC-WSR via a long, hot 5-mile non-motorized trail and visitors frequently do not have adequate water or the appropriate clothing or footwear for the conditions leading to an increasing number of Search and Rescue efforts by the Gila County Sheriff's Office (GCSO). GCSO reported approximately 30 such incidents **per day, per weekend** in July 2015. GCSO has expressed growing concern for public safety, awareness and education -- as well as the financial burden for conducting such operations.

Conclusion

Staff concurs with the United States Forest Service regarding its NEPA proposals for Fossil Creek Wild and Scenic River, both short-term and long-term, as outlined in the September 16, 2015, announcement.

Recommendation

Staff recommends submission of comments to the United States Forest Service supporting its NEPA proposals for Fossil Creek Wild and Scenic River corridor as outlined in the September 16, 2015, announcement and requests the Board of Supervisors to approve the attached draft letter in order to meet the October 22, 2015, deadline.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on the comment letter to be submitted to the United States Forest Service supporting the National Environmental Policy Act (NEPA) proposals for the Fossil Creek Wild and Scenic River Corridor. **(Jacque Griffin)**

Attachments

Comments of Fossil Creek WSR

Fossil Creek NEPA 2015

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

John D. Marcanti, District III
(928) 402-8726
jmarcanti@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4344
dmcdaniel@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

October 20, 2015

Red Rock Ranger District
Attn: Jennifer Burns
P.O. Box 20429
Sedona, AZ 86341-0429

File code 1950

Re: Public Comments regarding two Fossil Creek Wild and Scenic River (WSR) proposals.

Dear Ms. Burns,

In response to the request for public comment regarding the Interim Management Proposal and the Geotechnical Soil Test Proposal for the Fossil Creek Wild and Scenic River, the Gila County Board of Supervisors would like to provide the following comments.

Gila County is a stakeholder and partner in managing public access and public safety to the Fossil Creek recreation areas. We recognize and deal with the dramatic increase in public use on a weekly basis. In Gila County, we recognize and understand the importance of protecting our natural resources while providing opportunities and access to those whose livelihoods depend on resources located on federal land, as well as access for multiple use, multi-cultural activities, and multi-recreational opportunities for the public. Historically, our economy and our residents have depended heavily upon resource-based industries and, more recently, upon recreational opportunities on federal land. We agree that additional management measures are necessary in order to protect Fossil Creek WSR until the more comprehensive management plan is completed. Unregulated use by the large numbers that are currently accessing and attempting to access Fossil Creek WSR, particularly those who access from the Strawberry side, have also negatively impacted our County Sheriff's Office resources, as well as our residents who live in Strawberry and have to contend with unmanaged parking and blocked roadways.

With regard to the proposed Geotechnical Soil Test Proposal, we support efforts to provide a bridge that can safely accommodate all public uses.

The Gila County Board of Supervisors thanks you for the opportunity to comment and requests to be kept informed and included in the process as this analysis continues.

Respectfully submitted,

Michael A. Pastor
Chairman
Gila County Board of Supervisors

Date



United States
Department of
Agriculture

Forest
Service

Coconino National Forest
Red Rock Ranger District

P.O. Box 20429
Sedona, AZ 86341
928-203-7500
FAX: 928-203-7539

File Code: 1950

Date: September 16, 2015

Dear Fossil Creek Partners and Interested Parties:

On behalf of the Coconino and Tonto National Forests, we are initiating the National Environmental Policy Act (NEPA) for two Fossil Creek Wild and Scenic River (WSR) proposals. The WSR is located within the administrative boundaries of the Coconino and Tonto National Forest in central Arizona (figure 1). On the Coconino NF the WSR is accessed from State Highway 260 on Forest Road (FR) 708, approximately 5 miles from Camp Verde, Arizona. On the Tonto NF the WSR is accessed from the community of Strawberry, Arizona via FR 708 (figure 2).

The first proposal (see attachment for details) is a special order to implement additional interim management actions to protect WSR river resources and address public safety. These short-term management actions would include managed day use and reduced overnight camping within the WSR corridor (including Fossil Springs); the establishment of an online reservation system for WSR corridor vehicle access and the use of temporary entry booths to manage traffic according to the reservation system. Short-term additional measures are needed while the Fossil Creek WSR comprehensive river management plan is being developed. The measures would be in place for about 1 year (from the spring of 2016 through the spring of 2017). The river management plan is expected to be implemented in 2017. The second proposal (see attachment for details) includes a geotechnical soil survey which would involve sample drilling and limited material excavation in the vicinity of the historic Fossil Creek Bridge. The survey would be used to gather information about site conditions so that specific engineering plans can be made to replace the bridge that provides access to the Fossil Creek WSR across a steep drainage. Construction activities associated with bridge replacement will be analyzed and potentially approved through additional NEPA analysis. See figure 2 and figure 3 for project locations.

Based on past experience with similar projects, a categorical exclusion is the proposed level of analysis for each proposal. Fossil Creek WSR interim management measures are proposed under 36 CFR 220.6(d)(1) "Orders issued pursuant to 36 CFR part 261 - Prohibitions to provide short-term resource protection or to protect public health and safety". The actions associated with geotechnical survey are proposed under 36 CFR 220.6(e)(8), "Short-term (1 year or less) mineral, energy, or geophysical investigations and their incidental support activities that may require cross-country travel by vehicles and equipment, construction of less than 1 mile of low standard road, or use and minor repair of existing roads".

This decision will be based on compliance with law, regulation and policy, consultation with regulatory agencies, consultation with affected tribes, input from the public, and a review of environmental consequences and the project record.

We are asking for your comments, concerns, and questions concerning these proposals. Detailed information, including maps, is available on the project website: http://data.ecosystem-management.org/nepaweb/nepa_project_exp.php?project=47751. To be most helpful in the planning process, please provide your comments by **October 22, 2015**. Written or oral comments may be



Interested Parties

submitted via mail, fax, telephone, or in person. We encourage you to submit your comments directly into the project's website (see address provided above).

Mailing address:

Red Rock Ranger District
Attention: Jennifer Burns
P. O. Box 20429
Sedona, AZ 86341-0429

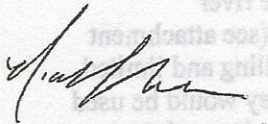
Physical address:

8375 State Route 179, Sedona, AZ
Phone: (928) 203-7500 or (928) 203-2900
FAX: (928) 203-7539

Comments received in response to this solicitation, including names and addresses of those who comment, will be considered part of the public record on this proposed action and will be available for public inspection.

Should you have any questions, or need additional information, please contact Jennifer Burns at (928) 229-7529.

Sincerely,


NICOLE BRANTON
District Ranger

Based on past experience with similar projects, a categorical exclusion is the proposed level of analysis for each proposal. Fossil Creek WSR interim management measures are proposed under 36 CFR 220.6(d)(1) "Orders issued pursuant to 36 CFR part 221 - Prohibitions to provide short-term resource protection or to protect public health and safety." The actions associated with geotechnical survey are proposed under 36 CFR 220.6(e)(2) "Short-term (1 year or less) mineral, energy or geophysical investigations and their incidental support activities that may require cross-country travel by vehicles and equipment, construction of less than 1 mile of low standard road, or use and minor repair of existing roads."

This decision will be based on compliance with law, regulation and policy, consultation with regulatory agencies, consultation with affected tribes, input from the public, and a review of environmental consequences and the project record.

We are asking for your comments, concerns, and questions concerning these proposals. Detailed information, including maps, is available on the project website: http://data.ecowest.com/management/organization/pepa_project_exp/pepa-project-47731. To be most helpful in the planning process, please provide your comments by October 21, 2015. Written or oral comments may be



The Red Rock Ranger District of the Coconino National Forest and the Payson Ranger District of the Tonto National Forest is initiating the National Environmental Policy Act (NEPA) to implement additional interim management actions that will protect the Fossil Creek Wild and Scenic River (WSR) river values and improve public safety.

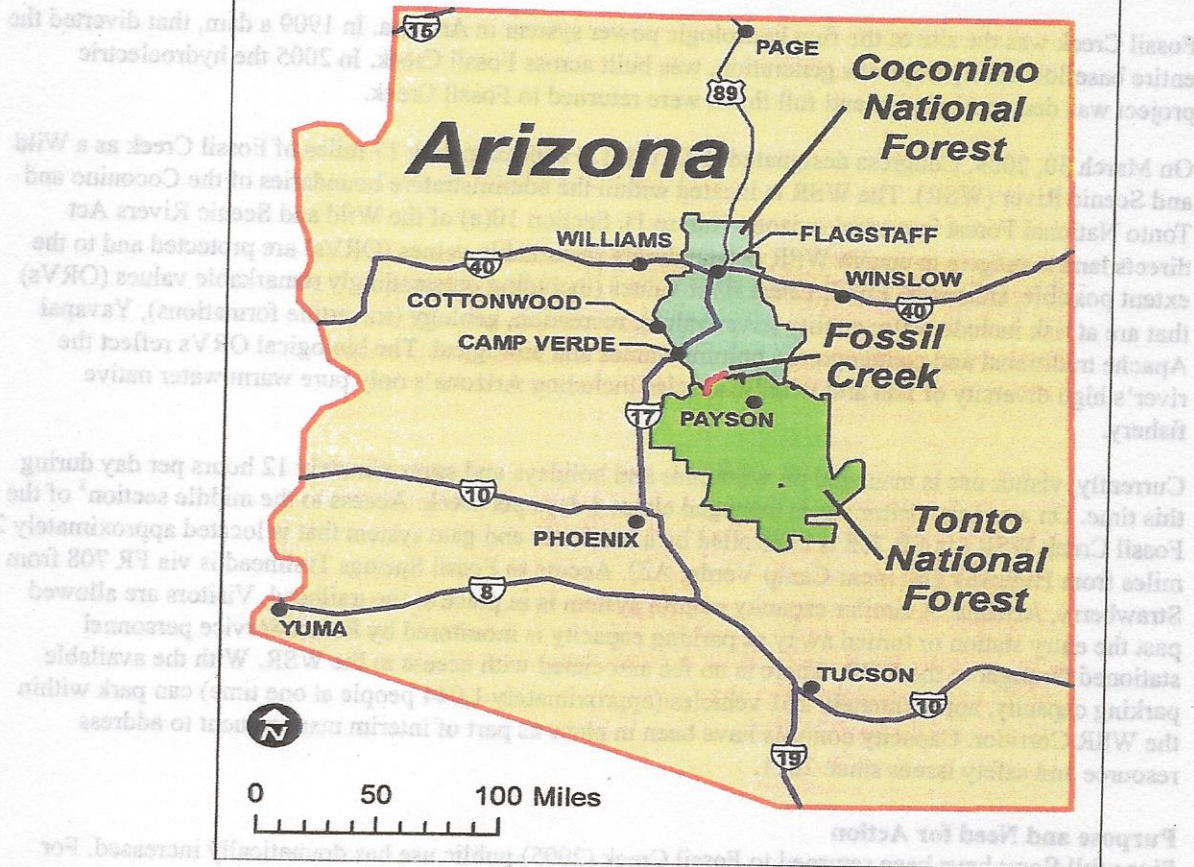


Figure 1. Fossil Creek Wild and Scenic River Vicinity Map

A comprehensive river management plan (CRMP) environmental analysis is in progress but a decision (and implementation) is not expected until 2017. The CRMP will establish a comprehensive approach to managing the free-flowing natural character of the river and its ORVs. The CRMP will provide detailed management direction, implementation, monitoring and adaptive management actions that will be applied to protect and enhance river values. There is a need to implement additional interim management measures in order to protect Fossil Creek WSR values until the management plan is completed. The need for additional management measures is consistent with the Tonto National Forest Plan and the Coconino

¹ See Figure 2. The middle section of Fossil Creek includes Homestead, Irving and Tonto Bench.

Fossil Creek Wild and Scenic River Interim Management Proposals

The Red Rock Ranger District of the Coconino National Forest and the Payson Ranger District of the Tonto National Forest is initiating the National Environmental Policy Act (NEPA) to implement additional interim management actions that will protect the Fossil Creek Wild and Scenic River (WSR) river values and improve public safety.

Fossil Creek was the site of the first hydrologic power system in Arizona. In 1909 a dam, that diverted the entire baseflow for hydropower generation, was built across Fossil Creek. In 2005 the hydroelectric project was decommissioned and full flows were returned to Fossil Creek.

On March 30, 2009, Congress designated (P.L. 111-11) approximately 17 miles of Fossil Creek as a Wild and Scenic River (WSR). The WSR is located within the administrative boundaries of the Coconino and Tonto National Forest in central Arizona (figure 1). Section 10(a) of the Wild and Scenic Rivers Act directs land managers to ensure WSR outstandingly remarkable values (ORVs) are protected and to the extent possible, enhanced. Fossil Creek river values (including outstandingly remarkable values (ORVs) that are at risk include water quality (river value), recreation, geology (travertine formations), Yavapai Apache traditional and contemporary cultural values and biological. The biological ORVs reflect the river's high diversity of fish and wildlife species including Arizona's only pure warm water native fishery.

Currently, visitor use is managed on weekends and holidays and approximately 12 hours per day during this time. On average, visitor use is managed about 4 days per week. Access to the middle section¹ of the Fossil Creek WSR via FR 708 is controlled by a barricade and gate system that is located approximately 2 miles from Highway 260 (near Camp Verde, AZ). Access to Fossil Springs Trailhead is via FR 708 from Strawberry, Arizona. A similar capacity control system is in place at the trailhead. Visitors are allowed past the entry station or turned away as parking capacity is monitored by Forest Service personnel stationed throughout the WSR. There is no fee associated with access to the WSR. With the available parking capacity, approximately 261 vehicles (approximately 1,044 people at one time) can park within the WSR Corridor. Capacity controls have been in place as part of interim management to address resource and safety issues since 2011.

Purpose and Need for Action

Since full flows have been returned to Fossil Creek (2005) public use has dramatically increased. For example, recreational use during the high use season (June-September) increased from an estimated 20,000 visitors in 2006 to 80,000 visitors in 2013 (Rotert 2013). On the July 4th (a 3-day weekend) holiday weekend in 2015, approximately about 1,000 people were in the WSR corridor per day and about 2,600 people were turned away at the entrance barricade. Social media (YouTube, twitter) and television and magazine articles (from *Arizona Highways*) that have encouraged visitors to seek out this unique Arizona environment have further escalated use.

A comprehensive river management plan (CRMP) environmental analysis is in progress but a decision (and implementation) is not expected until 2017. The CRMP will establish a comprehensive approach to managing the free-flowing natural character of the river and its ORVs. The CRMP will provide detailed management direction, implementation, monitoring and adaptive management actions that will be applied to protect and enhance river values. There is a need to implement additional interim management measures in order to protect Fossil Creek WSR values until the management plan is completed. The need for additional management measures is consistent with the Tonto National Forest Plan and the Coconino

¹ See figure 2. The middle section of Fossil Creek includes Homestead, Irving and Tonto Bench.

National Forest Plan direction for WSRs. The ORVs for scenic, fish, wildlife, and historic and cultural values are to be maintained while also protecting the river's free flowing character (USDA FS 1985, 1987).

Visitors that access the WSR from Highway 260 are accessing Fossil Creek after hours and on days when Forest Service personnel are not present. This is resulting in unmanaged parking and blocked roads as visitors park haphazardly in undesignated spots along the roadway. With block roadways, visitors (and FS personnel) may be blocked from exiting the corridor in the event of an emergency. Recent (2015) monitoring indicates additional riparian vegetation disturbance and removal is occurring along the WSR as visitors look for any opportunity for parking and camping. This is occurring throughout middle section of Fossil Creek in Homestead, Irving and Tonto Bench (figure 2). Overall, the volume of use that is occurring from May to September is resulting in the presence of abandoned trash, feces and toilet paper throughout the corridor.

Until the CRMP decision is made, the WSR corridor will continue to lack the infrastructure needed to accommodate high visitation numbers while protecting river values (including ORVs). There is a need to use additional interim measures that would effectively manage daily visitation numbers and direct visitors to durable parking areas.

Another point of access to the WSR occurs from the town of Strawberry, AZ. Access to Fossil Springs occurs via a 5-mile non-motorized trail. This trail is long and hot and visitors tend to be lacking water and durable clothing and footwear. In July 2015, Gila County expressed concern on the volume of search and rescue operations that are conducted from this point. In July, 2015, approximately 30 search and rescue efforts occurred per day per weekend. There is a need to manage visitor capacity and enhance public safety, awareness and education.

Currently, there are about 99 inventoried, undesignated campsites. The CRMP analysis is indicating campsites account for about 4 acres of denuded vegetation in the WSR corridor; and, the number of suitable sites likely range from 0 to 13 (does not include wilderness-related backpacking). In order to protect the river values (including ORVs), there is a need to manage camping and require visitors to use durable campsites where adequate sanitation facilities are located. .

Fossil Springs, which is a sacred site for the Yavapai Apache, has no sanitation facilities. To date, the remoteness of the area has precluded the use of traditional "porta potties". Visitor use records indicate about 335 people are visiting Fossil Springs on weekends and holidays without having access to any toilet facilities (USDA FS 2015, unpublished report). Recent monitoring (2015) indicates the volume of use mixed with the lack of sanitation facilities is posing a risk to water quality (USDA FS 2015, unpublished report). There is a need to use additional interim measures that would reduce the potential for water quality impacts associated with a volume of visitor use that exceeds the capacity of the area.

Proposed Action

In response to the purpose and need additional interim measures include the following actions:

- Replace the existing entry station on FR 708 (accessed off of State Highway 260 approximately 4 miles from Camp Verde, Arizona) with a 24-hour on-line reservation system. The reservation system would be in place to manage access to the WSR corridor until 2017 (or until a CRMP decision is implemented). The reservation system would provide users with a convenient way to assure there would be a parking space for them at Fossil Creek ahead of time or to plan another day to visit. Reservation system fees would be set by the national recreation reservation system contract and would be at least \$10 per passenger vehicle. Reservations would be checked by

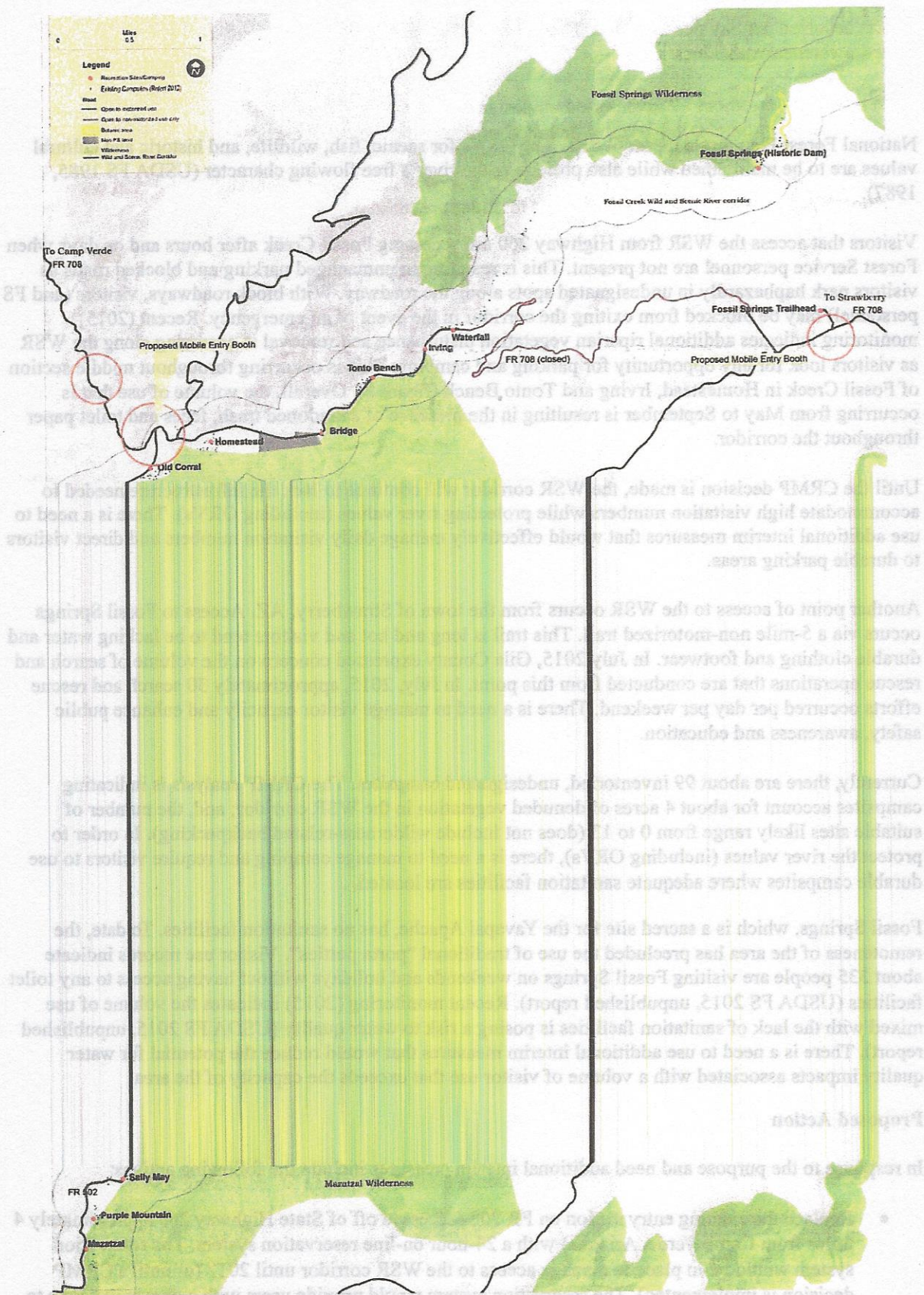


Figure 2. Fossil Creek WSR interim management proposed action locations

Fossil Creek Wild and Scenic River Geotechnical Soil Test Proposal

The Red Rock Ranger District of the Coconino National Forest and the Payson Ranger District of the Tonto National Forest is initiating the National Environmental Policy Act (NEPA) to conduct a geotechnical soil test in the vicinity of the Fossil Creek Bridge (figure 3).

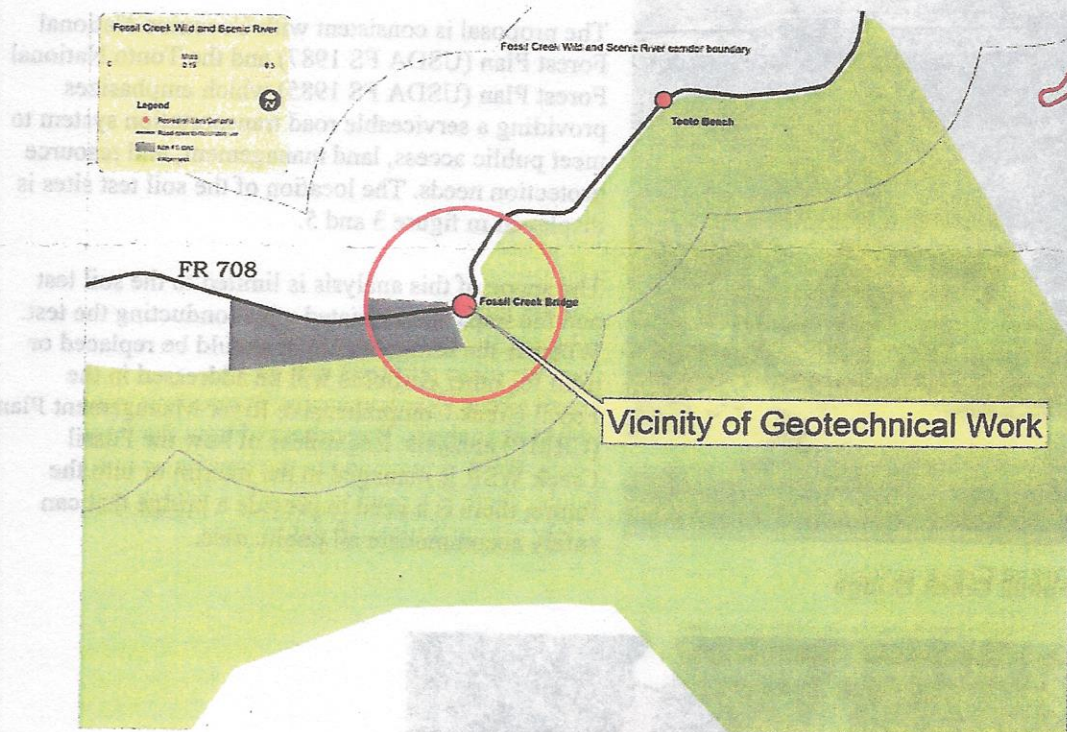


Figure 3. Fossil Creek Bridge Geotechnical Survey Vicinity Map

There is a need to evaluate the soils to determine if there is potential for a replacement bridge adjacent to the historic Fossil Creek Bridge (figure 4). Visitor access to the middle portion of the Fossil Creek WSR is via FR 708 from Camp Verde, AZ. The majority of recreation users drive across the bridge in order to get to the Tonto Bench, Irving and Waterfall sites (see previous figure 2). A 2015 bridge inspection (loads analysis) found the Fossil Creek Bridge (built in 1933) is limited in the loads it can carry and its condition will continue to decline (USDA FS 2015, unpublished report). Heavy use of the WSR during the high use season (approximately April through the end of October) necessitates installation of portable toilets at recreation sites along FR 708 to provide for sanitation. Septic pumper trucks must drive across Fossil Creek bridge, and their loads (when full) may exceed the weight limit. In addition, there is a fiber optic cable that parallels the road and bridge. This cable requires heavy equipment for repairs that may also exceed the weight limit. The condition of the Fossil Creek bridge is beginning to preclude basic operations and maintenance activities for Fossil Creek WSR and utility permits. Overall, the bridge may be inadequate for continued heavy use and use by large vehicles.

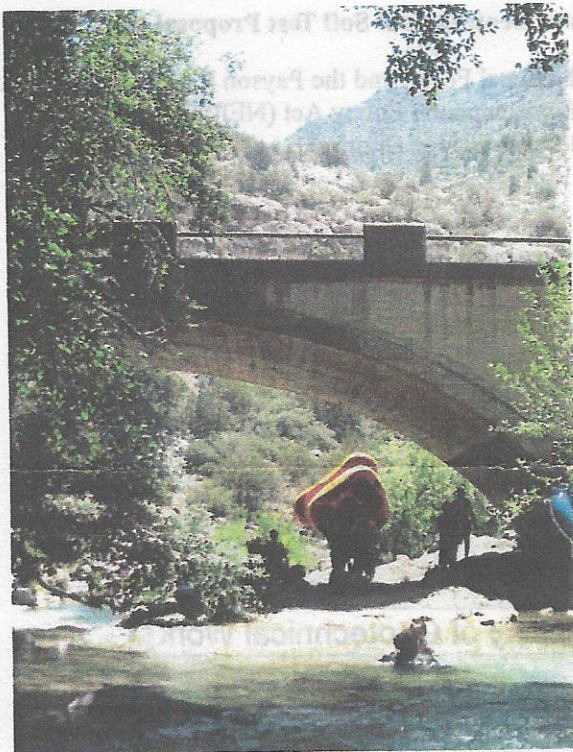


Figure 4. Fossil Creek Bridge

The proposal is to drill approximately 8 holes (up to 4 inches in diameter and up to 30 feet in depth or until bedrock is reached) for the purposes of evaluating soil conditions in the vicinity of the Fossil Creek Bridge (figure 5). The test would be conducted in the fall of 2015 over the course of 1 week.

The proposal is consistent with Coconino National Forest Plan (USDA FS 1987) and the Tonto National Forest Plan (USDA FS 1985) which emphasizes providing a serviceable road transportation system to meet public access, land management, and resource protection needs. The location of the soil test sites is displayed in figure 3 and 5.

The scope of this analysis is limited to the soil test and the impacts associated with conducting the test. Whether the bridge would or should be replaced or used for other purposes will be addressed in the Fossil Creek Comprehensive River Management Plan (CRMP) analysis. Regardless of how the Fossil Creek WSR is managed in the interim or into the future, there is a need to provide a bridge that can safely accommodate all public uses.



Figure 5. Geotechnical soil survey area

ARF-3411

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 10/20/2015

Submitted By: Marian Sheppard, Clerk of the Board, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Property Tax Sale/Auction of Parcel number 206-21-201.

Background Information

On October 6, 2015, the Board of Supervisors held a live auction to sell Assessor's tax parcel number 206-21-201; however, no one at the meeting submitted a bid for the parcel, and the local citizen who initially expressed an interest in purchasing it did not attend the meeting. The Board voted to continue this agenda item for the live auction to its October 20, 2015, meeting. On the afternoon of the October 6th Board meeting, the Clerk called and spoke with the local citizen at which time he was provided the new date, time and location of the live auction.

Recently, the County was contacted by someone interested in purchasing Assessor's tax parcel number 206-21-201, which is a vacant parcel of land comprised mostly of unusable hillside in Miami, Arizona. In 1936, this parcel of land was deeded by the County Treasurer to the State of Arizona c/o Board of Supervisors per statutory requirement. Arizona Revised Statutes § 42-18301 through 42-18303 outlines the procedures related to the responsibilities of the County Board of Supervisors once a property has been deeded by the County Treasurer to the State of Arizona.

Evaluation

In accordance with Arizona Revised Statutes, the Board of Supervisors has advertised the public sale of this property by live auction to take place on this date. The notice was advertised in the Arizona Silver Belt newspaper on September 16 and 23, 2015. In addition, a letter sent by Certified Mail was mailed to all owners of land that adjoins the subject property to inform them of the sale date, time and location.

Conclusion

The Board of Supervisors needs to proceed with the public sale of Assessor's parcel number 206-21-201 to sell it to the highest bidder. The lien amount on this parcel is \$1,826.48, which has been established as the minimum acceptable bid.

Recommendation

The Clerk of the Board recommends that the Board proceed with the sale of Assessor's parcel number 206-21-201 during its Regular Meeting of this date, October 20, 2015, as scheduled on the meeting agenda.

Suggested Motion

Property Tax Sale/Auction for the sale of Assessor's parcel number 206-21-201, a vacant parcel of land located in Miami, Arizona, that was deeded to the State of Arizona by Treasurer's Deed in the year 1936.

(Michael Pastor/Marian Sheppard)

Attachments

Information for parcel 206-21-201

GILA COUNTY BOARD OF SUPERVISORS'
SALE OF LAND THAT IS HELD BY THE STATE UNDER TAX DEED
(Deeded by the County Treasurer in 1936)

Pursuant to A.R.S. §42-18301 through §42-18303, PUBLIC NOTICE is hereby given that the Board of Supervisors of Gila County, Arizona, will hold a live auction on **TUESDAY, OCTOBER 6, 2015**, during its Regular Meeting to sell to the highest bidder the following real property that is held by the State under tax deed. The Regular Meeting will begin at 10:00 a.m. and the auction will take place in the order it is listed on the meeting agenda. The auction will take place at the Gila County Courthouse, Board of Supervisors' Auditorium, 1400 E. Ash Street, Globe, and it will be simultaneously held at the Payson County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson. **Registration of bidders will take place at both locations from 9:00 a.m. to 9:45 a.m.** Bidder/Purchaser or Bidder's/Purchaser's Agent must be present to bid. Payment must be made to the Clerk of the Board by no later than 5:00 p.m. on October 7, 2015. Only cash, cashier's check or money order will be accepted. A separate fee of \$10 will also be required to record the quit claim deed.

Prospective purchasers are advised that: 1) THE STARTING BID FOR EACH PROPERTY WILL BE FOR THE TOTAL LIEN AMOUNT; 2) ALL SALES ARE FINAL; 3) THE TITLE CONVEYED BY TREASURER'S DEED MAY OR MAY NOT BE MARKETABLE; 4) EXAMINE PROPERTY BEFORE BIDDING; 5) CHECK THE ASSESSOR'S MAP FOR THE LOCATION OF THE PARCEL; 6) SEEK ADVICE ON MARKETABILITY OF TITLE CONVEYED BY A TREASURER'S DEED; 7) NO WARRANTIES OR GUARANTEES AS TO THE SIZE OR CONDITION OF PROPERTY IS GIVEN; AND, 8) NO REFUNDS WILL BE MADE.

PARCEL #	PREVIOUS OWNER	LEGAL DESCRIPTION (ADDITIONAL INFORMATION IS IN PARENTHESES AND IN BOLD LETTERING, WHICH IS NOT PART OF THE LEGAL DESCRIPTION)	LIEN AMOUNT (\$)
206-21-201	ESTEVEZ, AUGUSTIN	MIAMI T.S. HIGH SCHOOL ADD., LOT 4, BLOCK 13 (A VACANT PARCEL OF LAND IN MIAMI THAT IS MOSTLY HILLSIDE.)	\$1,826.48

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 135

SEE MAP 206-15

SUBDIVISION OF LOT 4, BLOCK 13 AND LOT
6, BLOCK 18, HIGH SCHOOL ADDITION TO
ORIGINAL TOWNSITE OF MIAMI
Gila County Recorded
Plat 285

SCALE = 1" = 50'

(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

BUREAU OF LAND MANAGEMENT

SEE MAP 206-08

206-21-201
subject parcel

Seal
P. A. Phillips
Notary Public
Gila County
Arizona

P. A. Phillips
Notary Public

Expires November 27, 1939.
Filed and recorded at the request of Frank H. Thomas on the 21st day of February
A. D. 1936 at 45 minutes past 11 o'clock A. M.

J. E. Owen, County Recorder.

Compared

121039

TREASURER'S DEED

Regular Form

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 22nd day of October, 1935, notice according to law was published in the Arizona Record, a newspaper published in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the Grantee named herein, and that, unless redemption be had before the second day of December, 1935, a Treasurer's Deed would issue to the said Grantee, and

WHEREAS, said property has not been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby convey, unto said State of Arizona the following described premises situated in the County of Gila, State of Arizona, to-wit:

Cobre Valle T.S. South $\frac{1}{2}$ Lot 21, Block 13
(Assessed to Conception Esparza)

IN WITNESS WHEREOF, I, Frank H. Thomas, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 27th day of February 1936.

Seal
County Treasurer
Gila County
Arizona Dit Deus

Frank H. Thomas

STATE OF ARIZONA, |
County of Gila. | ss.

This instrument was acknowledged before me this twenty-seventh day of February, 1936 by Frank H. Thomas as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that he executed the same for the purposes and consideration herein expressed.

My commission expires November 27, 1939.

Seal
P. A. Phillips
Notary Public
Gila County
Arizona

P. A. Phillips
Notary Public

Filed and recorded at the request of Frank H. Thomas on the 21st day of February A.D. 1936 at 45 minutes past 11 o'clock A. M.

J. E. Owen, County Recorder.

Compared

121040

TREASURER'S DEED

Regular Form

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 22nd day of October 1935, notice according to law was published in the Arizona Record, a newspaper published in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the Grantee named herein, and that, unless redemption be had before the second day of December, 1935, a Treasurer's Deed would issue to the said Grantee, and

WHEREAS, said property has not been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby convey, unto said State of Arizona the following described premises situated in the County of Gila, State of Arizona, to-wit:

Miami T. S. High School Add. Lot 4, Block 13
(Assessed to Augustin Estevez)

227-36

002
(2B)
IN WITNESS WHEREOF, I, Frank H. Thomas, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 27th day of February 1936.

Seal
{County Treasurer}
{Gila County}
{Arizona Dit Deus}

Frank H. Thomas
- - - -

STATE OF ARIZONA, |
 : ss.
County of Gila |

This instrument was acknowledged before me this twenty-seventh day of February, 1936, by Frank H. Thomas as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that he executed the same for the purposes and consideration herein expressed.

My commission expires November 27, 1939.

Seal
{P. A. Phillips}
{Notary Public}
{Gila County}
{Arizona}

P. A. Phillips
Notary Public

Filed and recorded at the request of Frank H. Thomas on the 21st day of February A.D. 1936 at 45 minutes past 11 o'clock A. M.

J. E. Owen, County Recorder.

Compared
121041

TREASURER'S DEED

Regular Form

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 22nd day of October, 1935, notice according to law was published in the Arizona Record, a newspaper published in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the Grantee named herein, and that, unless redemption be had before the second day of December, 1935, a Treasurer's Deed would issue to the said Grantee, and

WHEREAS, said property has not been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby convey, unto said State of Arizona the following described premises situated in the County of Gila, State of Arizona, to-wit:

Miami Inspiration T. S. Lots 27 & 28 Block 12
(Assessed to Firzo Estrado)

IN WITNESS WHEREOF, I, Frank H. Thomas, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 27th day of February, 1936.

Seal
{County Treasurer}
{Gila County}
{Arizona Dit Deus}

Frank H. Thomas
- - - -

STATE OF ARIZONA, |
 : ss.
County of Gila |

This instrument was acknowledged before me this twenty-seventh day of February, 1936, by Frank H. Thomas as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that he executed the same for the purposes and consideration herein expressed.

My commission expires November 27, 1939.

Seal
{P. A. Phillips}
{Notary Public}
{Gila County}
{Arizona}

P. A. Phillips
Notary Public

Filed and recorded at the request of Frank H. Thomas on the 21st day of February A. D. 1936 at 45 minutes past 11 o'clock A. M.

J. E. Owen, County Recorder

ARF-3396**Consent Agenda Item 4. A.****Regular BOS Meeting**

Meeting Date: 10/20/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: FY 2015 - FY 2015 Budgeted?: Yes

Contract Dates 7-18-15 to Grant?: No

Begin & End: 7-17-16

Matching No Fund?: Renewal

Requirement?:

Information**Request/Subject**

Approve Amendment No. 1 to Contract No. 010314 for CRS-TR Tire Rubber Modified Asphalt Emulsion.

Background Information

CRS-TR tire rubber modified asphalt is a cationic rapid setting emulsion for use as a chip seal binder. It is manufactured from tire rubber modified asphalt. The Gila County Consolidated Roads Department has been utilizing this product on some of the chip seal projects. The tire rubber is a cohesive, which may outlast the regular chip seal oils and hold the rock together better.

On March 18, 2014, the Board of Supervisors awarded the contract for CRS-TR tire rubber modified asphalt emulsion to Wright Asphalt Products Company for an initial term of sixteen months with two one-year renewal options. The contract will expire on July 18, 2015. Gila County would like to exercise the option to renew the contract for an additional year.

Evaluation

The advantage to having a contract in place for the purchase of CSR-TR tire rubber modified asphalt emulsion is that the unit price will be fixed for the term of the contract, and other political subdivisions, cities and towns of the State of Arizona, in which Gila County has entered into an active purchasing agreement with, can benefit from the same pricing. The initial term of the contract ran from March 18, 2014 to July 17, 2015. Pursuant to Minimum Specifications Section 2.2, the County shall have the right to renew for two additional one-year periods. Amendment No. 1 will serve to extend the term of the contract for one additional year, from July 18, 2015 to July 17, 2016.

Pursuant to County Policy No. BOS-FIN-002 - Monetary Commitments, all contracts shall have a fixed/predetermined value or not to exceed amount. In order to be compliant with Board policy, Amendment No. 1 has been issued for an amount of

\$400,000. Funds will only be encumbered when a project that will utilize the CRS-TR tire rubber modified asphalt emulsion is being performed, and only in the amount that will be necessary for completion of the project.

Conclusion

It will benefit the County to extend the term of the contract for Wright Asphalt Products Company to supply the CRS-TR tire rubber modified asphalt emulsion product to Gila County for repair and maintenance of various roads within the County, at a unit price that is fixed for the term of the contract.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors approve Amendment No. 1 to Contract No. 010314 for CRS-TR tire rubber modified asphalt emulsion to Wright Asphalt Products Company to extend the term of the contract for one additional year, from July 18, 2015 to July 17, 2016.

Suggested Motion

Approval to allow the County Manager to sign Amendment No. 1 to Contract No. 010314 with Wright Asphalt Products Company for the purchase of CRS-TR tire rubber modified asphalt emulsion for a period from July 18, 2015 to July 17, 2016.

Attachments

Amendment No. 1-Wright Asphalt Products

Contract No. 010314 with Wright Asphalt Products

Approval as to Form Explanation



AMENDMENT NO. 1 to CONTRACT NO. 010314

The following amendments are hereby incorporated into the agreement for the below project

**CONTRACT 010314
CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION
CONSOLIDATED ROADS DEPARTMENT**

Effective March 18, 2014, Gila County and Wright Asphalt Products Co. entered into a contract whereby Wright Asphalt Products Co. agreed to provide CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION for the Consolidated Roads Department.

Contract No. 010314 expires on July 17, 2015. Per Page 14, Section 2.0-Bid Pricing, Item 2.2 of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No 1 to Contract No. 010314 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from July 18, 2015 to July 17, 2016 with a not to exceed, without prior written approval, contract amount of Four Hundred Thousand dollars and no/100's (\$400,000.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the July 18, 2015 to July 17, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

GILA COUNTY

Don E. McDaniel, Jr. County Manager

Date _____

WRIGHT ASPHALT PRODUCTS CO.

Signature

GILA COUNTY

INVITATION FOR BID

BID NO. 010314

CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

County Manager

Don E. McDaniel Jr.

Public Works Director

Steve Stratton

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**GILA COUNTY
INVITATION FOR BID
BID NO. 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION**

Notice is hereby given that Gila County is requesting Bids from qualified Suppliers to provide CRS-TR Tire Rubber Modified Asphalt Emulsion as specified for the Gila County Public Works Consolidated Roads Department.

SUBMITTAL DUE DATE: 2:00 P.M., Local AZ Time, Wednesday, February 12, 2014

RETURN BID TO: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

NOTICE IS HEREBY GIVEN, that sealed competitive Bids for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Departments Guerrero Conference Room or other site, which may be designated. Any Bid received later than the date and time specified above will be returned unopened. **Late Bids shall not be considered.** The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-8612, or by clicking on the link at the County website: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php. Bidders are strongly encouraged to carefully read the entire INVITATION FOR BID.


Questions regarding the technical aspects of this Request for Sealed Bid should be directed to: Brent Cline, Consolidated Roads Manager, (928) 402-8526. Questions regarding the general terms and conditions of this Request for Sealed Bids should be directed to, Jeannie Sgroi, (928) 402-8612.

The Board of Supervisors reserves the right to reject any or all Bids, or to accept any Bids, or to waive any informality in any Bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Arizona Silver Belt Advertisement Dates: **January 22, 2014 and January 29, 2014**

Signed: 
Michael A. Pastor, Chairman, Board of Supervisors

Date: 01/21/14

Signed: 
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Date: 01/21/14

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

GENERAL SCOPE OF WORK

It is the intent of this Invitation for Bid to establish a term contract for a supplier to furnish CRS-TR Tire Rubber Modified Asphalt Emulsion, to the Public Works Division at various locations for the Copper and Timber Regions of Gila County.

This contract shall include all specifications, and terms and conditions of this Invitation for Bid (Bid No. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion) and all attached exhibits, under the Contract including but not limited to, minimum specification of product specifications (see attached: Exhibit "C") pages 13-18, as specified on Price Sheet pages 24-25 for total price proposed.

Suppliers who agree to provide the minimum Bid Specification for this product shall be considered for award.

INSTRUCTIONS TO SUPPLIERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Bids

- A. Sealed Bids will be received by the Gila County Finance Department, from individuals and suppliers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Bids only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All Bids shall be on the forms provided in this Invitation for Bid's package. It is permissible to copy these forms if required.
- B. Before submitting its Bid and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Bid will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Suppliers must complete the Bid and Qualification Forms provided in this Invitation for Bid package in full, **original signature in ink**, by the person(s) authorized to sign the Bid and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Bid and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the IFB shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Instructions to Suppliers continued.....

Addenda

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged by all suppliers in the following manner:

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 30, (the numbers of which shall be filled in on the Bid Form).
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquiries

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate Invitation for Bid number, page, and paragraph number. However, the suppliers(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquiries. A tabulation of Bids received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Bids

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late Bids shall not be considered. Any supplier submitting a late Bid shall be so notified.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Instructions to Suppliers continued.....

Submittal Bid Format:

It is requested that **One (1) Original and Two (2) copies (3 TOTAL) WITH ORIGINAL SIGNATURES ON ALL THREE (3)** of the Bid, Qualification and Certification Form, Price Sheet, Reference List, No Collusion Affidavit, Intentions Concerning Subcontracting, Legal Arizona Workers Act, Suppliers Checklist and Acknowledgment of Addenda, and Offer Page shall be submitted on the forms and in the format specified in the INVITATION FOR BID. The County will not be liable for any cost incident to the preparation of Bids, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall NOT be considered.

1. By signature on the Offer Page, supplier certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
2. Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Bid deadline.

The Bid shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "INVITATION FOR BID" with Bid Title "CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION", Contract Number, "010314", Date "February 12, 2014", and Time "2:00 PM" of Bid opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue an Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Suppliers who have submitted a Bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

General Terms and Conditions continued.....

- F. All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" SUPPLIER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Incorporated by this reference into the contract are all specifications, terms and conditions of the Invitation for Bid (Bid No. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion) and all attached exhibits to that Invitation for Bid. Proof of acceptance of the provisions of this contract and all other incorporated provisions contained in the Invitation for Bid (Bid No. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion) will be the Supplier's signature(s) appearing on Suppliers OFFER PAGE on page 31, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 22-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Supplier hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Supplier in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Supplier; however, any substantial non-conformity in the offer, as determined by the Gila County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

General Terms and Conditions continued.....

other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Supplier or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Supplier.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Supplier.

Contract Default

- A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

General Terms and Conditions continued.....

contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accordance with the rules and regulations of the respective entity and the approval of the Supplier.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Supplier(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier(s) for acting or failing to act as in any of the following:

1. In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Supplier at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Supplier following the submission of itemized Invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

General Terms and Conditions continued.....

material or service and correct invoice. Each invoice must show the Contract Number, Purchase Order Number, Date of Delivery, Name and Mailing Address of Supplier.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

General Terms and Conditions continued.....

- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Supplier warrants that all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards. The Supplier warrants that all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship and the materials supplied under this contract are free of liens and shall remain free of liens.

Bid Evaluation Process

All Bids shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose Bid is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

General

After receipt of all Bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned Bids, unacknowledged Addenda, incomplete Bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining Bids shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Bid. If rejected, the purchasing department shall give written notice to the Supplier submitting this bid.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

It is the intent of Gila County to establish, by this Invitation for Bid, the contract for a Supplier(s) to provide CRS-TR Tire Rubber Modified Asphalt Emulsion.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Bids must represent the entire package. Partial awards will not be made unless otherwise stated in the Bid specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Bid submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies all with original signatures of all submissions.**
 - 1.5.2 Qualification and Certification Forms, (page 22-23)
 - 1.5.3 Price Sheet, (page 24-25)
 - 1.5.4 References, (page 26)
 - 1.5.5 No Collusion in Bidding, (page 27)
 - 1.5.6 Intentions for Subcontracting, (page 28)
 - 1.5.7 Legal Arizona Workers Act Compliance, (page 29)
 - 1.5.8 Checklist and Addenda Acknowledgment, (page 30)
 - 1.5.9 Offer Page, (page 31)

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Minimum Specifications continued....

SECTION 2.0

Bid Pricing

- 2.1 The Supplier shall submit the Bid in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 3.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Bid. Pricing offered should be noted on the price sheet, pages 24-25, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.
 - 3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
 - 3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Minimum Specifications continued.....

- 3.2.1 Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- 3.2.3 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.
- 3.3 The Supplier certifies in signing this Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.
- 3.4 The Supplier shall provide the RACK price to the County upon request.

SECTION 4.0

Ordering & Delivery

4.1 ORDERING

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
- 4.1.2 Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Minimum Specifications continued.....

- 4.1.3 **SAMPLES:** Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 **TESTING:** The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.
- 4.2 **DELIVERY:** Delivery Sites, as designated on Page 24, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.
 - 4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.
 - 4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-TR Tire Rubber Modified Asphalt Emulsion product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.
 - 4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.
- 4.3 **PRICING:** Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Minimum Specifications continued.....

- 4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense.

Supplier shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

Whenever there is a return of unused oil product that is a result of the County limiting the spread or storage of the oil product, the County shall pay the successful bidder up to the amount of **\$250.00** to pay for all related freight costs, and pump off costs, related to oil product return.

- 4.4.1 Cancellation: Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful bidder or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Minimum Specifications continued....

SECTION 5.0

Product Specifications – Minimum Specifications: BID NO. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion

PRODUCT SPECIFICATIONS

PRODUCT: **CRS-TR**
Tire Rubber Modified Asphalt Emulsion

DESCRIPTION: Cationic rapid setting emulsion for use as chip seal binder manufactured from tire rubber modified asphalt

MEETS SPECIFICATIONS: **AASHTO/ASTM**

TEST DESCRIPTION	AASHTO/ASTM METHOD	TYPICAL ANALYSIS	SPECS
<u>TEST ON EMULSION:</u>			
Viscosity @ 122 F, SFS	T-59/D-7496	325	150 – 500
Particle Charge	T-59/D-244	+	Positive
Demulsibility, %	T-59/D-6936	65+	40 Min
Sieve Test, WT%	T-59/D-6933	0.01	0.10 Max
Storage Stability 24 Hrs %	T-59/D-6930	0.01	1.0 Max
5 Day Settlement, %	T-59/D-6930	1.5	5.0 Max
Residue by Distillation	D-244/D-6997	66	65 Min
VOC, % @ 500 F	Rule 340 & 301	1.0	3.0 Max
<u>TEST ON RESIDUE from D 244</u>			
Penetration @ 25°C, 100g, 5s, dmm	T-49/D-5	115	90 – 150
Ductility 25°C, 5cm	T-51/D-113	60+	40 Min
Solubility in TCE %	T-44/D-2042	98+	97.5 Min
% digested tire rubber*	Report	5+	5 Min

*Whole Scrap Tire Rubber must be fully digested into the asphalt prior to emulsification and meet ASTM D2042 solubility specifications.

DOT SHIPPING NAME: Asphalt emulsion, non-hazardous

DOT PLACARD: None required

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

The Supplier agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Supplier agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Supplier for the County.

INSURANCE REQUIREMENTS:

Supplier and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Supplier, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The Supplier shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Supplier shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Insurance Provisions continued....

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier".**

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier, including automobiles owned, leased, hired or borrowed by the Supplier".**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Insurance Provisions continued.....

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

SECTION 6.0

Contract Number 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion

The applicant submitting this Bid warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

Wright Asphalt Products Company LLC
11931 Wickchester Ln Suite 101
Houston, TX 77043 281-452-9084

6.2 Has Supplier (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

6.1 Supplier must also provide at least the following information:

- a. A brief history of the Suppliers Firm.
- b. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Supplier has in supplying the specified services.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Qualification & Certification continued...

- e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. Subcontractors ROC, contact name and phone number must be included.
- f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mode) Rating in Arizona:** N/A
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ration and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mode rate may be a determining factor in bid award.

6.7 **Current Arizona Contractor License Number:** KOC 234829
(If Applicable)



Signature of Authorized Representative

JOEY VINCENT

Printed Name

Southwest Sales Representative

Title

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

PRICE SHEET

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Supplier Name: Wright Asphalt Products Phone No.: 281-452-9084

Estimated Quantity: 800 Tons

Supply Destination

CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION		
	Delivered in Place with Boot Truck	FOB Plant without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$ 640 .75	\$ 557 .75
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$ 643 .75	\$ 557 .75

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Price Sheet continued...

Supplier Name: Wright Asphalt Products Phone No.: 281-452-9084

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:

\$ 150.00 per hour.

- Delivery charges per ton/mile for product to delivery to sites not listed above in this schedule:

\$ 35.00 per ton mile

- Transport Truck Rental after two (2) hours pumping time \$ 85.00 per hour.

- Minimum 24 TONS Ton for pick up FOB plant

- Amount \$ 250.00 each occurrence for product returned and disposed.

** Upon return of unused oil product that is a result of the County limiting the spread or storage of the product, the County shall pay up to \$250.00 for costs related to oil product return.

Wright Asphalt Products
Company Name


Signature of Authorized Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.


References

Please list a minimum of three (3) references for projects of similar size and scope to this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. Company: Maricopa County
Contact: Tony Del Sol
Phone: 602-723-5601
Address: 2901 W. Durango Phoenix AZ 85009

2. Company: Pinal County
Contact: Joe Ramirez
Phone: 520-251-2301
Address: 31 N Pinal St Bldg F, Florence AZ 85132

3. Company: Town of Gilbert
Contact: Demetrius Fernandez
Phone: 480-503-6419
Address: 900 E. Juniper Ave, Gilbert AZ 85234

Wright Asphalt Products Co.
Name of Business

Signature of Authorized Representative
Southwest Sales Representative
Title

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

JOEY VINCENT
(Name of Individual)

being first duly sworn, deposes and says:

That he is Southwest Sales Representative
(Title)
Of Wright Asphalt Products Company and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID No. 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION and,

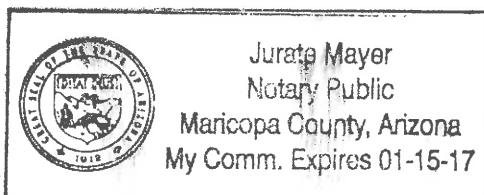
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____
Wright Asphalt Products Company
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Wright Asphalt Products Company
Name of Business

By [Signature]
Southwest Sales Representative
Title



Subscribed and sworn to before me this 19 day of February, 2014 by
JOHN JOSEPH VINCENT III.

[Signature]
Notary Public

My Commission expires: 01/15/2017

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of Invitation for BID No. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

- ☒ YES, it is my intention to subcontract a portion of the work.
- ☐ NO, it is not my intention to subcontract a portion of the work.

Wright Asphalt Products Company
Name of Business


Signature of Authorized Representative

Southwest Sales Representative
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Supplier hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Supplier's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Supplier shall further ensure that each subcontractor who performs any work for Supplier under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Supplier and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Supplier's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Supplier to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Supplier shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Supplier. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Supplier's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Supplier shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Joey Vincent

Printed Name

Southwest Sales Representative

Title

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

SUPPLIERS CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Bid. If supplier fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST

REQUIRED DOCUMENT

COMPLETED/EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
AFFIDAVIT OF NON-COLLUSION
INTENTIONS CONCERNING SUBCONTRACTING
LEGAL AZ WORKERS ACT COMPLIANCE
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

X
X
X
X
X
X
X
X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/					
Date	_____	_____	_____	_____	_____

Signed and dated this 19TH day of February, 2014.

Wright Asphalt Products Company
SUPPLIER:

[Signature]
BY:

Each Bid shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Sealed Bid to Supply: **CRS-TR Tire Rubber Modified Asphalt Emulsion**, Gila County Arizona, Bid No. **010314**. All Bids shall be filed at Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501, on or before **2:00 PM, Wednesday, February 12, 2014**.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Invitation for Bid document.

Signature also certifies the Suppliers Bid is genuine, and is not in any way collusive or a sham; that the Bid is not made with the intent to restrict or prohibit competition; that the Supplier submitting the Bid has not revealed the contents of the Bid to, or in any way colluded with, any other supplier which may compete for the contract; and that no other Supplier which may compete for the contract has revealed the contents of a Bid to, or in any way colluded with, the supplier submitting this Bid.

Contract Number: 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion

Supplier Submitting Bid:

Wright Asphalt Products Co.
Company Name

11931 Wickchester Ln #101
Address

Houston TX 77043
City State Zip

For Clarification of this offer, contact:

Name: Joey Vincent

Phone No.: 602-513-3980

Fax No.: 480-883-8234

Email: joey.vincent@wrightasphalt.com


Signature of Authorized Representative

Joey Vincent
Printed Name

Southwest Sales Representative
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Supplier.

INVITATION FOR BID
BID NO.: 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Firm Wright Asphalt Products Company, LLC is now bound to provide the materials or services listed in IFB No.: 010314, including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 010314. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this 18th day of March, 2014



Michael A. Pastor, Chairman of the Board

ATTEST:



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:



Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

Regular BOS Meeting

Meeting Date: 10/20/2015
Submitted For: Steve Sanders, Director
Submitted By: Kelly Jones, Administrative Clerk Specialist, Public Works Division
Department: Public Works Division Division: Fairground Facilities

InformationRequest/Subject

The Gila County Rodeo Committee requests the waiver of fees request to use the rodeo arena at the Gila County Fairgrounds for a barrel race on Saturday October 24, 2015, based on their status as a 501 (C) (3) corporation.

Background Information

The Gila County Rodeo Committee's fee waiver request to use the rodeo arena at the Fairgrounds for a barrel race on Saturday October 24, 2015. This event will be a one day event from approximately 3:00 pm to 11:00 pm and will require the use of the arena lights for approximately 5 to 8 hours.

All entry fees collected are used to pay fees associated with putting on the event, such as fees for EMT personnel, and the remainder is used for prize money for the participants.

Evaluation

The Gila County Rodeo Committee feels that hosting a barrel racing event will be beneficial to the community. The young participants learn responsibility, how to cooperatively participate in group events, and countless other character building lessons. If they are awarded prize money, that money can help them to continue competing in other events.

Conclusion

There are no conflict with dates. Insurance certificates will be provided for event, and Emergency Medical Technicians will be provided by the Gila County Rodeo Committee through Globe Fire Department for the event.

Recommendation

Staff recommends approval of the Gila County Rodeo Committee's request to use the Gila County Fairgrounds rodeo arena for a barrel race on October 24, 2015, with all associated fees waived due to their 501 (c) (3) status.

Suggested Motion

Approval of the Gila County Rodeo Committee's request to use the Gila County Fairgrounds rodeo arena for a barrel race on October 24, 2015, with all associated Fairgrounds' use fees waived due to the Committee's 501(c)(3) status.

Attachments

Waiver of Fees Letter Barrel Race
Fairgrounds Use Application
Barrel Race Fee Waiver Application
Rodeo 501(C)(3) Documentation

Gila County Rodeo Committee
P.O. Box 804
Globe, AZ 85502

September 1, 2015

Gila County Public Works
Building & Land Management
745 N Rose Mofford Way
Globe, AZ 85501

Dear Ms. Jones,

The Gila County Rodeo Committee would like to apply to use the rodeo arena to host a barrel race on Saturday, October 24, 2015. The committee is excited to be hosting another event within our community. This event will be one day event. It will start in the afternoon and run into the evening hours. We would like to request the fees be waived for our event because the Rodeo Committee is a 501 © (3).

Should you need any further information please contact Charlie Brewer at (928) 402-1237 or me at (480) 226-6731.

Sincerely,

/s/ Carri Mault

Carri Mault
Rodeo Secretary
Gila County Rodeo Committee



Welcome to the Gila County Fairgrounds Use Application, Policy and Rental Agreement

For your convenience, this document is in PDF format (free Adobe Reader or equivalent is needed to fill out application on line). Please print application, sign, and mail or hand-deliver original to:

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
928-402-4368
GCFair@gilacountyaz.gov

If you have questions regarding the application you may e-mail or call the phone number and email address listed above.

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:	Gila County Rodeo Comm.		
Address of Applicant or Organization:	P.O. Box 1538 Globe, Az. 85502		
Function to be Held:	Barrel Race		
Contact Person for Event:	Jackie Brewer		
Telephone No.:	928-812-1079		
Date(s) Requested:	Oct 24, 2015	thru	
Time of Event:	4:30 p.m.	to	10:00 p.m.
Estimate How Many People Will Attend Event:	200		
Liquor License No. and Sold by (Name):	none		Served only?
Will this event be public or private?	Public <input checked="" type="checkbox"/>	Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?	<input checked="" type="checkbox"/>	Yes	No
Information to be posted on webpage:	Is there an entrance fee?	Yes	No <input checked="" type="checkbox"/>
Adults: \$	Children: \$	Seniors: \$	

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☐ Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

Total Fee:

First Day of Event - \$350.00
 Each Additional Day of Event - \$250.00
 (\$50.00 of cleaning fee is non-refundable) Cleaning Fee \$150.00
 Key Deposit - \$25.00

☐ Commercial Building: Capacity is 320 people.

First Day of Event - \$200.00
 Each additional Day - \$100.00

Days	
Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

☐ ATV Grounds \$75.00 per day; \$300.00 per week (5 days)

Days	
------	--

☒ Rodeo Arena First Day of Event - \$1,200.00 + set up charges
 \$ 150.00 for each additional day
 \$25.00 per hour for lights

1	\$1200
Days	
8	\$200
Hours	

☐ Grandstand Area First Day of Event - \$500.00
 \$150.00 each additional day

Days	
------	--

☐ Livestock Shed A (60 x 120) \$150.00 per day
☐ Livestock Shed B (80 x 120) \$150.00 per day
☐ Livestock Shed C (30 x 120) \$150.00 per day
☐ Horse Stall(s) \$10.00 each per day
☐ Car Track and or Motor Cross \$150.00 per day
☐ Other Areas at Fairgrounds \$150.00 per day

Days	
Days	
Days	
EA	Days
Days	
Days	

TOTAL FEE(S) DUE: \$1400

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
 - a. Alcohol is served or sold; or
 - b. Events are offered for public attendance; or
 - c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. **A minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, no beverages containing alcohol are allowed outside of a building properly rented for an event. Law Enforcement Officers have been instructed to enforce this policy.

If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County. The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events.** At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

A. INSURANCE REQUIREMENTS: Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application are satisfied, insurance against claims for injury to persons or damage to property which may arise from, or in, connection with the performance of the event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant or organization shall provide coverage with limits of liability not less than those stated below.

1). Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

a).The policy shall be endorsed to include the following additional insured language: "Gila County, it's officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization".

2). **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.
Combined Single Limit (CSL) \$1,000,000

a). The policy shall be endorsed to include the following additional insured language:

Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, Liquor Legal Liability Insurance with limits of at least \$1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,

5). Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following:

- 1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
 - 2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
 - 3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
 - 4). All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.
- D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to Gila County. Such notice shall be sent directly to Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.
- F. **VERIFICATION OF COVERAGE:** Applicant or organization shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by Gila County) as required by this application. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.


1). *All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.* Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnitee for Claims arising from the event held by the applicant or organization.
8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.
9. **IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrant that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the event for which the application has been submitted, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:
- Gila County Public Works
Facilities Management
745 North Rose Mofford Way
Globe, AZ 85501**
13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. OTHER GENERAL REQUIREMENTS:

- A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.
- B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.
- C. Applicant shall promptly compensate or reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.
- D. Gila County shall not be responsible for loss of, damage, to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.
- E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.
- F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.
- G. This application, its terms, requirements and conditions are not transferable.
- H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.
- I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.
- J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature: 	Date: <u>10-2-2015</u>
(Do not write below this line)	

County Review:					
Conflict with dates:	<u>NO</u>	Rental Fees:	<u>Req for Waiver</u>	Security:	
Approved:		Disapproved:			
Signature:					
County Personnel Signature					Date
Signature:					
Chairman Gila County Board of Supervisors					Date

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila County Rodeo Comm.		
Address of Individual or Organization:	PO Box 1538 Globe AZ 85502		
Function to be Held:	Barrel Race		
Contact Person for Event:	Jackie Brewer		
Telephone Number:	(928) 812-1079		
Date(s) Requested:	Oct. 24, 2015		
Time of Event:	Start: 4:30pm	End: 10:00pm	
Estimate How Many People Will Attend Event:	200		
Will Alcohol Be on the Premises:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Where Will Event Be Held:	Exhibit Hall <input type="checkbox"/>	Commercial Bldg. <input type="checkbox"/>	
	Rodeo Arena <input checked="" type="checkbox"/>	Grandstands <input type="checkbox"/>	
	Other Area: _____		
How Many AZ Post Certified Officers Needed:			
How Many Sheriff's Office Reserves Needed:			

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Gila County Facilities Management at (928-402-4368) and the Sheriff's Office at (928-402-1881) of any cancellations or changes in this application.

Applicant Signature: _____

Date: 10/2/15

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:		
Name of Reserves Who Will Provide Security:		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

_____/_____/_____
Date

APPLICATION FOR WAIVER OF GILA COUNTY FAIRGROUNDS USE FEES:

Applicant's name: Gila County Rodeo Comm.

Date(s) of proposed event: Oct 24, 2015

Is applicant an organization? yes

If "Yes", Name of Contact Person for organization: Jackie Brewer

Contact Information (address/phone): P.O. Box 804 Globe, Az. 85502
928-812-1079

Does the organization have tax exempt status under 26 U.S.C. § 501(c)(3)? yes

If "Yes", then attach a copy of verification of 501(c)(3) status.

What are the general public purposes promoted by the organization? To Promote
Rodeo and Western Way of Life.

What specific activities are proposed at the event? Barrel Race

What are the specific public purposes sought to be promoted by the event? For public
entertainment and participation.

What is the estimated monetary value of the public service to be generated by the event? \$4500⁰⁰ EST.

75 ENTRANTS @ \$60⁰⁰ EA - Money to Be Given as PRIZES

Does the organization plan to sell or serve alcoholic beverages at the event? none

Jackie Brewer

Signature of Applicant or Contact Person

10-2-15

Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 25 2014**

GILA COUNTY RODEO COMMITTEE
C/O CHARLES BREWER
PO BOX 1538
GLOBE, AZ 85501

Employer Identification Number:
61-1658683
DLN:
17053025760014
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 5, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 947

Regular BOS Meeting

Meeting Date: 10/20/2015
Submitted For: Steve Sanders, Director
Submitted By: Kelly Jones, Administrative Clerk Specialist, Public Works Division
Department: Public Works Division Division: Fairground Facilities

InformationRequest/Subject

Request for Waiver of Fees by Cobre Valley Regional Medical Center Foundation (CVRMC) for the use of the Gila County Fairgrounds Exhibit Hall on November 6, 2015.

Background Information

The CVRMC Foundation is a group of community-minded citizens who raise funds to supplement the programs and equipment offered through the hospital.

This year the CVRMC Foundation has requested to use the Fairgrounds Exhibit Hall from November 1, 2015, through November 7, 2015, in order to decorate before the Art and Wine Auction event on Friday, November 6, 2015. Clean-up will occur on November 7, 2015.

Evaluation

The Gila County Fairgrounds Exhibit Hall is the most viable location for the art and wine fundraiser.

There is no conflict with the date, the certificate of insurance has been provided, and arrangements for security are being finalized. The Special Event Liquor License is attached.

Conclusion

The Cobre Valley Regional Medical Center Foundation is a vital and integral part of the community and deserves Gila County support. In 2014 the net proceeds from the event were \$40,600. Those monies were then awarded to various departments of the Cobre Valley Community Medical Center to enrich and improve their areas of service to the patients of the service region.

Recommendation

If the CVRMC Foundation is a 501(c)(3) corporation, it is the staff's recommendation that the County support the CVRMC Foundation in its efforts to raise funds to supplement programs and equipment offered through the Cobre Valley Community Hospital and waive the fees for the use of the County Fairgrounds' building. Proof of the CVRMC Foundation's status as a 501(c)(3) corporation is attached. It was also recommended that due to the nature and value of potential exhibits being shown during the auction which will be on site the week prior to the event, that the event insurance be required to include the entire week; November 1, 2015, through November 7, 2015, listing Gila County as the additional insured and certificate holder. This requirement has been met. Certificate of Insurance is attached.

Suggested Motion

Approval of a fee-waiver request submitted by the Cobre Valley Regional Medical Center Foundation for use of the Fairgrounds Exhibit Hall from November 1, 2015, through November 7, 2015, for the November 6th Art and Wine Auction, as all stipulations regarding the event insurance and 501 (c) (3) status verification have been met.

Attachments

CVRMC FG Use App

[CVRMC Letter](#)

[Wine Auction Flyer](#)

[CVRMC Liquor License](#)

[CVRMC 501\(c\)\(3\) docs](#)

[CVRMC Fee Waiver App](#)

[CVRMC COI](#)



Welcome to the Gila County Fairgrounds Use Application, Policy and Rental Agreement

For your convenience, this document is in PDF format (free Adobe Reader or equivalent is needed to fill out application on line). Please print application, sign, and mail or hand-deliver original to:

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
928-402-4368
GCFair@gilacountyaz.gov

If you have questions regarding the application you may e-mail or call the phone number and email address listed above.

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:	Cobre Valley Regional Medical Center Foundation		
Address of Applicant or Organization:	5880 S. Hospital Drive, Globe, AZ 85501		
Function to be Held:	CV Foundation Art & Wine Auction 2015		
Contact Person for Event:	Evelyn Vargas		
Telephone No.:	402-1141		
Date(s) Requested:	11/2/2015	thru	11/7/2015
Time of Event:	11/6/2015 6:00 PM	to	9:30 PM
Estimate How Many People Will Attend Event:	300		
Liquor License No. and Sold by (Name):	15043754 State of AZ	Served only?	No
Will this event be public or private?	<input checked="" type="checkbox"/> (Public)	Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?	<input checked="" type="checkbox"/> (Yes)	No	
Information to be posted on webpage:	Is there an entrance fee?	<input checked="" type="checkbox"/> (Yes)	No
Adults:	\$25 at the door	Children:	\$ No Children
Seniors:	\$		

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☒ **Exhibit Hall:** The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

First Day of Event - \$350.00	Total Fee:
Each Additional Day of Event - \$250.00	5 Days \$350.00
(\$50.00 of cleaning fee is non-refundable) Cleaning Fee \$150.00	\$1250.00
Key Deposit - \$25.00	\$150.00
	\$25.00

☒ **Commercial Building:** Capacity is 320 people.

First Day of Event - \$200.00	
Each additional Day - \$100.00	5 Days \$200.00
	\$500.00

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

☐ **ATV Grounds** \$75.00 per day, \$300.00 per week (5 days)

Days	
------	--

☐ **Rodeo Arena** First Day of Event - \$1,200.00 + set up charges
\$ 150.00 for each additional day
\$25.00 per hour for lights

Days	
Hours	

☐ **Grandstand Area** First Day of Event - \$500.00
\$150.00 each additional day

Days	
------	--

<input type="checkbox"/> Livestock Shed A (60 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Livestock Shed B (80 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Livestock Shed C (30 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Horse Stall(s)	\$10.00 each per day	EA	Days
<input type="checkbox"/> Car Track and or Motor Cross	\$150.00 per day	Days	
<input type="checkbox"/> Other Areas at Fairgrounds	\$150.00 per day	Days	

TOTAL FEE(S) DUE: \$2475.00

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
 - a. Alcohol is served or sold; or
 - b. Events are offered for public attendance; or
 - c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. **A minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, **no beverages containing alcohol are allowed outside of a building properly rented for an event.** Law Enforcement Officers have been instructed to enforce this policy.
If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County. The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events.** At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

A. INSURANCE REQUIREMENTS: Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application are satisfied, insurance against claims for injury to persons or damage to property which may arise from, or in, connection with the performance of the event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant or organization shall provide coverage with limits of liability not less than those stated below.

1). Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

a).The policy shall be endorsed to include the following additional insured language: "Gila County, it's officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization".

2). **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.
Combined Single Limit (CSL) \$1,000,000

a). The policy shall be endorsed to include the following additional insured language:

Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, Liquor Legal Liability Insurance with limits of at least \$1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,

5). **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following:

- 1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
 - 2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
 - 3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
 - 4). All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.
- D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to Gila County. Such notice shall be sent directly to **Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.
- F. **VERIFICATION OF COVERAGE:** Applicant or organization shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by Gila County) as required by this application. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1). *All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.* Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnatee for Claims arising from the event held by the applicant or organization.
8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.
9. **IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrant that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the event for which the application has been submitted, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:
- Gila County Public Works
Facilities Management
745 North Rose Mofford Way
Globe, AZ 85501**
13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. OTHER GENERAL REQUIREMENTS:

- A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.
- B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.
- C. Applicant shall promptly compensate or reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.
- D. Gila County shall not be responsible for loss of, damage, to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.
- E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.
- F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.
- G. This application, its terms, requirements and conditions are not transferable.
- H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.
- I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.
- J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature:	<i>Evelyn Vargas</i>	Date:	10/2/2015
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(Do not write below this line)

County Review:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
		Approved:				Disapproved:	
Signature:							
	County Personnel Signature					Date	
Signature:							
	Chairman Gila County Board of Supervisors					Date	

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Cobre Valley Regional Medical Center Foundation	
Address of Individual or Organization:	5880 S. Hospital Drive, Globe, AZ 85501	
Function to be Held:	CV Foundation Art & Wine Auction 2015	
Contact Person for Event:	Evelyn Vargas	
Telephone Number:	(928) 402-1141	
Date(s) Requested:	11/11/15 11/6/2015	
Time of Event:	Start: 6:00 PM	End: 9:30 PM
Estimate How Many People Will Attend Event:	300	
Will Alcohol Be on the Premises:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Where Will Event Be Held:	Exhibit Hall <input checked="" type="checkbox"/>	Commercial Bldg. <input checked="" type="checkbox"/>
	Rodeo Arena <input type="checkbox"/>	Grandstands <input type="checkbox"/>
	Other Area: _____	
How Many AZ Post Certified Officers Needed:		
How Many Sheriff's Office Reserves Needed:	2-3	

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Gila County Facilities Management at (928-402-4368) and the Sheriff's Office at (928-402-1881) of any cancellations or changes in this application.

Applicant Signature: Evelyn Vargas

Date: 10/2/2015

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:			
Name of Reserves Who Will Provide Security:			

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

____/____/____
Date



September 9, 2015



Chairman Michael Pastor
Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501

Dear Mr. Pastor:

The Cobre Valley Regional Medical Center Foundation will be hosting the Annual Art and Wine Auction on November 6, 2015. The theme for this year's event is "*Copper Reflections*." This year we would like to recognize and honor all our mining companies for the livelihood and community commitment they have given throughout the years.

Monies raised, through the dedication of many community-minded volunteers, will fund additional equipment, training, and education for the hospital. Through the generosity of our community partners and hospital associates, the Foundation has seen much success in terms of attendance and funds raised for the hospital through this event and none of this would be possible without all of our supporters.

"Together we are stronger."

We have reserved the Gila County Fairgrounds Exhibit Building for Monday, November 2, through Saturday, November 7, 2015. We use the days before the event to decorate and prepare for the art and wine auction and the day after to tear down. It is our hope the county can partner with us by reducing or even waiving the rental fee for this special event.

If there is any help the county is able to offer in this regard, we would be most grateful. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Evelyn Vargas'.

Evelyn Vargas
Art and Wine Auction Chair
Cobre Valley Regional Medical Center Foundation, Ex-Officio

Copper Reflections



CV Foundation Art & Wine Auction

Wine Tasting & Hors d'oeuvres

Live & Silent Auctions

&

History of Mining & Precious Gems/Minerals

From Our Region

(With Special Thanks to Our Local Copper Mines & Museums!)



November 6th, 2015 6:00PM

at the Gila County Fair Grounds

For more information, or to donate call:

402-1141 or 402-1230

Tickets: \$20 (or \$25 at the door)

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE
License 15043754

Issue Date: 8/4/2015

Special Event

Issued To: VARGAS, EVELYN
Event Name: CHARITABLE
Sponsor: COBRE VALLEY REGIONAL MEDICAL CENTER FOUNDATION
TaxID: 86 0732836

Event Dates: 11/6/2015

Location:
HIGHWAY 60
GILA COUNTY FAIRGROUNDS
GLOBE, AZ 85501

Mailing Address:
VARGAS, EVELYN
5880 S HOSPITAL DR
GLOBE, AZ 85501



EXP 11/06/2015
POST THIS LICENSE IN A CONSPICUOUS PLACE



Arizona Department of Revenue
Transaction Privilege Tax Exemption Certificate

ARIZONA FORM
5000

This form replaces earlier
forms: 5000, 5001, 5002.

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt transactions with qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

Purchaser's Name and Address Cobre Valley Regional Medical Center 5880 South Hospital Drive Globe, Arizona 85501 Vendor's Name _____	Check Applicable Box: <input type="checkbox"/> Single Transaction Certificate <input checked="" type="checkbox"/> Period From: <u>1/1/15</u> Through: <u>12/31/15</u> <i>(You must choose specific dates for which certificate will be valid)</i>
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Choose one transaction type per Certificate

<input type="checkbox"/> Transactions with a Business (Please check appropriate item from numbers 1 - 19) Arizona Transaction Privilege Tax License Number _____ SSN / EIN _____ Other Tax License Number _____ Tax number for another tax agency _____ If no license number, provide reason: _____ Precise Nature of Purchaser's Business _____	<input type="checkbox"/> Transactions with Native Americans & Native American Businesses (Please check item number 24 or 24a) Tribal Business License # _____ OR Tribal ID# _____ Name of Tribe _____ <input checked="" type="checkbox"/> Transactions with a Government entity or certain Health Care Institutions (Please check appropriate item from numbers 1 - 23)	<input type="checkbox"/> Transactions with nonresidents (Please check appropriate item from numbers 25 - 26) State of residence _____ Driver's License# _____ Driver's License State _____ SSN/ID _____ 30 day Drive out permit # _____
--	--	--

Reason for Exemption - check as applicable

- ☐ 1. Tangible personal property to be resold in the ordinary course of business.
- ☐ 2. Tangible personal property to be leased or rented in the ordinary course of business.
- ☐ 3. Tangible personal property to be incorporated into a taxable contracting project.
- ☐ 4. Food, drink, or condiments purchased by a restaurant business.
- ☐ 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- ☐ 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- ☐ 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- ☐ 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- ☐ 9. Neat animals, horses, asses, sheep, rathes, swine or goats used as breeding or production stock (including ownership shares in such animals).
- ☐ 10. Aircraft, navigational and communication instruments and related accessories sold or leased to:
 - ☐ Airlines holding a federal certificate of public convenience and necessity; or ☐ Airlines holding a foreign air carrier permit for air transportation; or
 - ☐ Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- ☐ 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- ☐ 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program.
- ☐ 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier.
Equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold or leased to persons engaged in the telecommunications business.
- ☐ 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.
- ☐ 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.

(OVER)

- ☐ 16. Groundwater measuring devices required under ARS § 45-604.
- ☐ 17. Machinery or equipment used directly in the following processes:
- ☐ Manufacturing, processing or fabricating. ☐ Job printing. ☐ Refining or metallurgical operations.
 - ☐ Extraction of ores or minerals from the earth for commercial purposes. ☐ Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- ☐ 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- ☐ 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. _____

Exemptions based on the purchaser being a government entity, public school, or a qualifying health care institution.

- ☐ 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- ☐ 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- ☐ 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.
- ☐ 23. Tangible personal property sold or leased directly to a qualifying non profit hospital, health care organization, community health center, or rehabilitation program for mentally or physically handicapped persons (an exemption letter for these entities must accompany this form).

Transactions with Native Americans & Native American Businesses

- ☐ 24. Sale or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of the goods and payment for the goods all occur on the reservation.
- ☐ 24a. Sale of a Motor Vehicle to an enrolled member of a tribe who resides on the reservation established for that tribe.

Transactions with nonresidents

- ☐ 25. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance.
NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- ☐ 26. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle (please see Arizona Form 5010).

Describe the tangible personal property or service purchased or leased and its use below. (Use additional pages if needed)

Supplies, Equipment, or services

Certification

A vendor that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

I, (print full name) Virginia Kiltner, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser _____

Date 6/29/2015

Title

CFO

STATE OF ARIZONA

Department of Revenue



Janice K. Brewer
Governor

David Raber
Director

December 4, 2014

Ms. Karen D. Haley
Cobre Valley Regional Medical Center
5880 South Hospital Drive
Globe, Arizona 85501

EXEMPTION LETTER FOR A QUALIFYING HOSPITAL

ORGANIZATION: COBRE VALLEY REGIONAL MEDICAL CENTER

EXEMPTION PERIOD: JANUARY 1, 2015 – DECEMBER 31, 2015

Based on a review of the information you provided, the Arizona Department of Revenue grants this Exemption Letter to Cobre Valley Regional Medical Center. As a Qualifying Hospital, Cobre Valley Regional Medical Center is entitled to an exemption from the Arizona Transaction Privilege Tax and the Use Tax for the period of January 1, 2015 through December 31, 2015 for the following business classifications only:

<u>Code</u>	<u>Exempt Classification</u>	<u>Statutory Reference</u>
4	Utilities	A.R.S. §42-5063(C)(3)(a)
8	Pipeline	A.R.S. §42-5067(B)(1)
9	Publication	A.R.S. §42-5065(B)(2)(a)
10	Job Printing	A.R.S. §42-5066(B)(3)(a)
11	Restaurant	A.R.S. §42-5074(B)(7)
14	Personal Property Rental	A.R.S. §42-5071(B)(2)(a)
17	Retail	A.R.S. §42-5061(A)(25)(a)
29	Use Tax	A.R.S. 42-5159(A)(13)(a), (b), (c)

All locations claimed to be exempt by this organization are listed in Appendix "A" to this Exemption Letter.

This Exemption Letter is good only for the dates listed above. The Department may rescind this Exemption Letter if any of the information relied upon in granting this Letter is

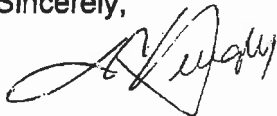
Ms. Karen D. Haley
Cobre Valley Regional Medical Center
December 4, 2014
Page 2

found to be inaccurate or if your organization ceases to qualify as an exempt entity under Arizona law.

The Department does not issue exemption numbers. An Arizona Department of Revenue *Transaction Privilege Tax Exemption Certificate* (Arizona Form 5000) is used to document the applicability of exemptions from tax. **Present a copy of this Exemption Letter to your vendors to substantiate your exempt status along with a properly completed Arizona Form 5000 for the Appendix "A" location for which your organization is claiming an exemption. If you have more than one location for which your organization is claiming an exemption, you may reference and attach a list of the locations to the Form 5000.**

Your organization must reapply to the Department annually, at least thirty (30) days before the expiration of this Exemption Letter, in order to avoid any lapse in your exempt status. Information about the procedure and required documentation for obtaining an Exemption Letter can be found in Arizona Transaction Privilege Tax Procedure (TPP) 99-5 on the Department's website. Please submit all renewal requests or written inquiries to the Department of Revenue, TRA Healthcare - Division Code 3, at 1600 West Monroe Street, Phoenix, AZ 85007-2650. If you have any further questions, contact the Department at (602) 716-6803 or visit our website at www.azdor.gov.

Sincerely,



Len Heugly
Tax Analyst
Tax Research & Analysis

Ms. Karen D. Haley
Cobre Valley Regional Medical Center
December 4, 2014
Page 3

Appendix A

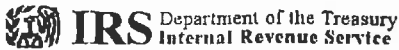
Cobre Valley Regional Medical Center
5880 South Hospital Drive
Globe, Arizona 85501

Cobre Valley Regional Medical Center
dba Cobre Valley Surgical Services
5994 South Hospital Drive
Globe, Arizona 85501

Cobre Valley Regional Medical Center
dba Kearny Clinic
100 Tilbury Avenue
Kearny, Arizona 85237

Cobre Valley Regional Medical Center
dba Pleasant Valley Community Medical Ctr
124 North Tewksbury Boulevard
Young, Arizona 85554

Cobre Valley Regional Medical Center
dba Superior Clinic
1134 West Us Highway 60
Superior, Arizona 85173



OGDEN UT 84201-0046

In reply refer to: 0423246387
Nov. 09, 2010 LTR 252C E0
86-0732836 000000 00
00003254
BODC: TE

COBRE VALLEY REGIONAL MEDICAL
CENTER
5880 S HOSPITAL DR
GLOBE AZ 85501-9447

14262

Taxpayer Identification Number: 86-0732836

Dear Taxpayer:

Thank you for the inquiry dated Sep. 02, 2010.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

Sincerely yours,

A handwritten signature in black ink, appearing to read "Sheila Bronson".

Sheila Bronson
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

Internal Revenue Service

Date: October 14, 2004

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, AZ 85501

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Jamie Bowling 31-08346
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
86-0732836

Dear Sir or Madam:

This is in response to your request of October 14, 2004, regarding your organization's tax-exempt status.

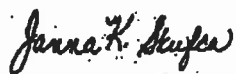
In February 1993 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(iii) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: **FEB 23 1993**

MIAMI-INSPIRATION COMMUNITY
HOSPITAL INC
DRAWER M
MIAMI, AZ 85509

Employer Identification Number:

86-0208300

Contact Person:

SHARI FLOWERS

Contact Telephone Number:

(214) 767-3526

Accounting Period Ending:

December 31

Form 990 Required:

Yes

Addendum Applies:

No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(iii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not

MIAMI-INSPIRATION COMMUNITY

necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

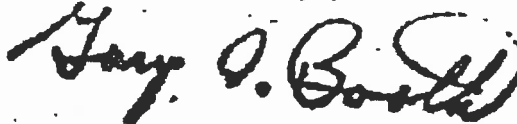
Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

MIAMI-INSPIRATION COMMUNITY

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours.

A handwritten signature in dark ink, reading "Gary O. Booth". The signature is written in a cursive style with a large, looped "G" and "B".

Gary O. Booth
District Director

Enclosure(s):
Addendum

MIAMI-INSPIRATION COMMUNITY

You have agreed to an effective date of exemption under section 501(c)(3) of the Internal Revenue Code as of September 24, 1992, the date you filed for exemption. Contributions to you by donors are tax-deductible beginning September 24, 1992.

APPLICATION FOR WAIVER OF GILA COUNTY FAIRGROUNDS USE FEES:

Applicant's name: Cobre Valley Regional Medical Center Foundation

Date(s) of proposed event: November 2 – 6 decorating for the event/ November 6 @ 6:00 PM – 9:30 PM Event

Is applicant an organization? Yes

If "Yes", Name of Contact Person for organization: Evelyn Vargas – Chairman of Art and Wine Auction – "Copper Reflections"

Contact Information (address/phone): 5880 S. Hospital Drive, Globe, AZ 85501 (928) 402-1141

Does the organization have tax exempt status under 26 U.S.C. § 501(c)(3)? Yes

If "Yes", then attach a copy of verification of 501(c)(3) status. Attached

What are the general public purposes promoted by the organization? The CVRMC Foundation supports CVRMC with grants for all departments within the hospital to enhance patient care. Last year the Foundation awarded over \$40,000 to many different departments to enrich and improve their areas of service to the patients of the service region.

What specific activities are proposed at the event? Wine tasting, hors d'oeuvres, live & silent auction, 50/50 raffle, mining displays, recognition of sponsors

What are the specific public purposes sought to be promoted by the event? Improvement and enhancement of patient care for the communities served by CVRMC – Globe, Miami, San Carlos, Roosevelt, Kearny, Hayden, Winkelman, Superior. To raise awareness of the growth and expansion of our local hospital. To bring the public together for an evening of socializing and getting to know each other more. To recognize the mining industries of our area. This event includes many organizations throughout the community – Miami High and Globe High art students are currently painting props, many local artists are donating items, many local businesses are donating supplies, etc.

What is the estimated monetary value of the public service to be generated by the event? \$35,000 - \$40,000 (In 2013, Net proceeds were \$40,600; In 2014, Net proceeds were \$37,000)

Does the organization plan to sell or serve alcoholic beverages at the event? Yes – Wine tasting – a small sample of wine from 4 different wine booths and a beer garden.

Evelyn Vargas
Signature of Applicant or Contact Person

Oct. 2, 2015
Date



312438

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
9/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - 602-528-3000 Wells Fargo Insurance Services USA, Inc. 100 West Washington Street, 4th Floor Phoenix, AZ 85003-1808	CONTACT NAME: Jean Ann Morris PHONE (A/C, No, Ext): 602-528-3036 E-MAIL: jean.ann.morris@wellsfargo.com FAX (A/C, No): 866-625-4510 ADDRESS: jean.ann.morris@wellsfargo.com																					
INSURED Cobre Valley Regional Medical Center 5880 S. Hospital Drive Globe, AZ 85501	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Columbia Casualty Company</td><td>31127</td></tr><tr><td>INSURER B :</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Columbia Casualty Company	31127	INSURER B :	Continental Insurance Company	35289	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:** 9578106**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		HMH 4032169073-1	04/01/2015	04/01/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: November 2015 Art & Wine Auction
Gila County Fairgrounds at 900 E. Fairgrounds Road

Additional insured: Gila County, its officials and employees.

Liquor liability covered, per policy language.

CERTIFICATE HOLDER**CANCELLATION**Gila County
1400 East Ash Street
Globe, AZ 85501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jean Ann Morris

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ACORD 25 (2014/01)

(This certificate replaces certificate# 9520980 issued on 9/9/2015)

ARF-3408

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 10/20/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant, Elections Department

Department: Elections Department

Information

Request/Subject

Pine-Strawberry Fire District Governing Board Appointment.

Background Information

A.R.S. 48-803 (B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by the appointment of an interim member.

Evaluation

Pine-Strawberry Fire District governing board member Michael Clark tendered his resignation notice effective August 30, 2015, and later extended that date to September 3, 2015, in order to allow the governing board additional time find a replacement. On September 2, 2015, the Pine-Strawberry Fire District Board of Directors appointed Charles Ackerman to fulfill Mr. Clark's unexpired term of office which ends on December 31, 2018.

Conclusion

On September 2, 2015, the Pine-Strawberry Fire District Board of Directors unanimously voted to appoint Charles Ackerman to fulfill Michael Clark's unexpired term of office which ends on December 31, 2018.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge Michael Clark's resignation from the Pine-Strawberry Fire District Board of Directors and the appointment of Charles Ackerman to fulfill Mr. Clark's term of office beginning on September 2, 2015 and ending on December 31, 2018.

Suggested Motion

Acknowledgment of Michael Clark's resignation from the Pine-Strawberry Fire District Board of Directors and the appointment of Charles Ackerman to fulfill Mr. Clark's unexpired term which ends on December 31, 2018.

Attachments

Oath of Office for Charles Ackerman

9-2-15 PSFD Board Minutes

9-2-15 PSFD Meeting Agenda

Michael Clark's Resignation Letter

ARS 48-803

OATH OF OFFICE

Pine-Strawberry Fire District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:


OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH: CLASSIFICATION: DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

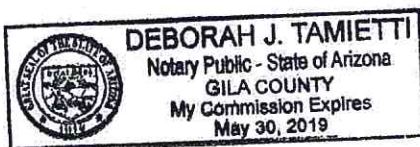
A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

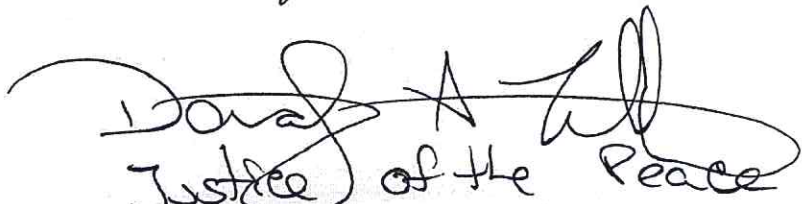
I, Charles Ackerman, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of the Pine-Strawberry Fire District according to the best of my ability, so help me God (or so do I affirm).


Signature

Subscribed and sworn (or affirmed) to before me on this 14 day of Sept, 2015
(SEAL)




Notary Public


Justice of the Peace

P.O. Box 441
6198 W. Hardscrabble
Pine, AZ 85544
Phone: 928-476-4272
Fax: 928-476-4634

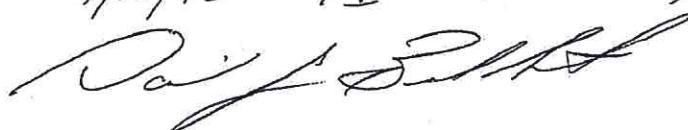
Pine-Strawberry Fire District

PINE-STRAWBERRY FIRE BOARD SPECIAL MEETING MINUTES

September 2, 2015

- 1) The meeting was called to order at 6:02 pm
- 2) Pledge of Allegiance
- 3) Roll Call – Present were Dave Prechtel, Melvin Palmer, Dave Burkhart and Mike Clark, and Tom Weeks.
- 4) New Business
 - a) Discussion and possible action related to the selection and appointment of a new board member to fill a vacancy due to the resignation of Board Member Mike Clark. Mike Clark amended his resignation letter to September 3, 2015, to allow the Fire Board to take action. Two applications were received. One applicant was determined not to be a registered voter in Gila County. Gila County requires elected or appointed Fire Board members to be a registered voter in Gila County in order to hold office. After a few questions regarding the remaining applicant, Dave Burkhart made a motion to appoint Mr. Charles Ackerman to fill the vacant board position. The vote was seconded by Dave Prechtel and passed unanimously. Chief Morris will brief Mr. Ackerman on District operations and arrange completion of County documents and swearing in.
- 5) Adjournment: Tom Weeks made a motion to adjourn. Mike Clark seconded the motion and it passed unanimously at 6:12 pm.

CV

REVIEW & APPROVED BY THE PSFD BOARD PS10F1
9/16/15 4I 1 ABS (CA)


Special Fire Board Meeting Agenda September 2015 Pine-Strawberry Fire District

NOTICE OF PUBLIC MEETING REGULAR BOARD MEETING AGENDA

Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Pine-Strawberry Fire District Board of Directors and to the public that the Board will hold a public meeting on **September 2, 2015 beginning at 6:00 P.M. at the Pine-Strawberry Fire District Fire Station 41 conference room located at 6198 Hardscrabble Mesa Rd. in Pine, Arizona.** The board may vote to go into executive session on any agenda item, pursuant to A.R.S. 38-431.03(A) (3) for legal advice with the District's attorney on matters as set forth in the agenda item. The following topics and any variables thereto, will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action. The Board reserves the right to address any item in any order they wish.

1) CALL TO ORDER

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL OF BOARD MEMBERS

4) NEW BUSINESS

(Items to be considered, reviewed, discussed, and possible action on.)

- a) Discussion and possible action related to the selection and appointment of a new board member to fill a vacancy due to the resignation of Board Member Mike.

5) EXECUTIVE SESSION

(If necessary and pursuant to Arizona Revised Statutes 38-431.03)

6) ADJOURNMENT

Dated this 17th day of August, 2015

Pine-Strawberry Fire District Board



Michael B. Clark

P.O. Box 1453, 6303 W. Bradshaw Dr., Pine, AZ 85544

August 30, 2015

Mr. Melvin Palmer, Chairman
Pine Strawberry Fire District Board of Directors
6198 W. Hardscrabble Mesa Rd.
Pine, AZ 85544

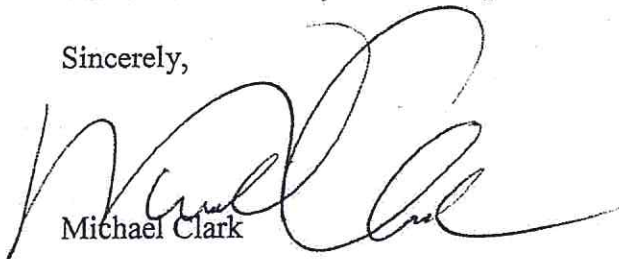
RE: Letter of Resignation

Dear Chairman Palmer,

Please accept my letter of resignation as a member of the Pine Strawberry Fire District Board of Directors effective September 3, 2015. My resignation is due to my relocation from Pine, AZ to Spring Branch, TX.

I very much appreciated the opportunity to serve on the board and serve the community as a board member if only for a short period of time.

Sincerely,


Michael Clark

Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - First Regular Session

[change session](#) | [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#) [House](#) [Legislative Council](#) [JLBC](#) [More Agencies](#) [Bills](#) [Committees](#) [Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**48-803. District administered by a district board; report**

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, the remaining board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the remaining district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days after the resignation of the entire board or its inability to fulfill its duties, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board, beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as

prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that describes the compliance with the training requirements to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who are compliant and noncompliant with the requirements of this section.
2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.

ARF-3409

Consent Agenda Item

4. E.

Regular BOS Meeting

Meeting Date: 10/20/2015

Reporting Period: September 2015

Submitted For: Mary Navarro, Justice Court Operations Mgr

Submitted By: Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

Information

Subject

Globe Regional Justice of the Peace's Office monthly report for September 2015

Suggested Motion

Acknowledgment of the September 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments


Monthly Report for September 2015

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: September, 2015

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$4,887.10
RECEIVED DURING THE MONTH	\$3,391.00
DISBURSED DURING THE MONTH	\$1,249.00
BALANCE AT THE END OF THE MONTH	\$7,029.10

Mr

Justice of the Peace


Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

Mh

SEPT, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 229.29	\$ 11.47	\$ 217.82
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 67.88	\$ 3.40	\$ 64.48
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 10.00	\$ 0.50	\$ 9.50
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,502.49	\$ -	\$ 2,502.49
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,391.57	\$ -	\$ 1,391.57
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,009.58	\$ 100.48	\$ 1,909.10
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4199	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 21.92	\$ 1.10	\$ 20.82
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 2,457.15	\$ 122.86	\$ 2,334.29
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 32.13	\$ 1.61	\$ 30.52
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 9.50	\$ 0.48	\$ 9.02
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 0.50	\$ 0.03	\$ 0.47
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,140.19	\$ -	\$ 1,140.19
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 5,416.08	\$ 270.81	\$ 5,145.27
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,990.00	\$ 99.50	\$ 1,890.50
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 654.47	\$ 32.73	\$ 621.74
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ 21.01	\$ 1.06	\$ 19.95
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 240.39	\$ 12.02	\$ 228.37
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 9.52	\$ 0.48	\$ 9.04
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 564.56	\$ 28.23	\$ 536.33
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 11,005.95	\$ 550.30	\$ 10,455.65
Fill the Gap Surcharge 7%	ZFTGS	886-2061	T870-2061	\$ 796.27	\$ 39.82	\$ 756.45
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,421.18	\$ 71.06	\$ 1,350.12
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 568.49	\$ -	\$ 568.49
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 106.92	\$ -	\$ 106.92
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,055.80	\$ -	\$ 1,055.80
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 244.84	\$ 12.25	\$ 232.59
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,066.21	\$ -	\$ 1,066.21
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 42.83	\$ 2.15	\$ 40.68
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 196.52	\$ -	\$ 196.52
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 131.00	\$ -	\$ 131.00
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 241.81	\$ 12.10	\$ 229.71
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 382.16	\$ 19.11	\$ 363.05
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 1,497.94	\$ 74.90	\$ 1,423.04
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,300.03	\$ 65.01	\$ 1,235.02
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 162.44	\$ 8.13	\$ 154.31
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 41.26	\$ 2.07	\$ 39.19
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 53.67	\$ 2.69	\$ 50.98
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 530.59	\$ 26.53	\$ 504.06
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 10.86	\$ 0.55	\$ 10.31
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety - Animal Safety	ZOS10			\$ 0.36	\$ 0.02	\$ 0.34
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T953-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 4.33	\$ 0.22	\$ 4.11
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 8.00	\$ 0.40	\$ 7.60
TriCity Fire Department (TRIF)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ 1.08	\$ 0.06	\$ 1.02
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 55.08	\$ 2.76	\$ 52.32
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 56.98	\$ 2.85	\$ 54.13
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 3,564.68	\$ 178.24	\$ 3,386.44
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 34.01	\$ 1.70	\$ 32.31
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 3,284.96	\$ 164.25	\$ 3,120.71
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 44.39	\$ 2.22	\$ 42.17
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 147.94	\$ -	\$ 147.94
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,273.27	\$ -	\$ 2,273.27
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,515.51	\$ -	\$ 1,515.51
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 11.21	\$ 0.57	\$ 10.64
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	\$ 289.15	\$ 14.46	\$ 274.69
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$ 3.21	\$ 0.17	\$ 3.04
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 50,919.16	\$ 1,941.35	\$ 48,977.81
				TOTAL ADJUSTED BALANCE VERIFICATION		
				\$ 48,977.81		
				TOTAL RESTITUTION RECEIVED		
				\$ 1,480.84		

TOTAL RECEIPTS THIS MONTH \$ 52,400.00

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/1/2015	8953	\$ 8,450.07	ARIZONA STATE TREASURER
10/1/2015	8954	\$ 42,466.05	GILA COUNTY TREASURER
10/1/2015	8955	\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ 3.04	CITY POLICE SUSPENDED PLATES
		\$ 50,919.16	TOTAL DISTRIBUTIONS THIS MONTH

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of SEPT, 2015.

Jesse E. Bolinger
Justice of the Peace

Subscribed and Sworn to before me this 2nd day of October, 2015.

Susan Lema Williams
Notary Public

My Commission Expires: February 12, 2017



SUSAN LEMAE WILLIAMS
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
February 12, 2017

ARF-3410

Consent Agenda Item

4. F.

Regular BOS Meeting

Meeting Date: 10/20/2015

Reporting Period: September 29, 2015 and October 6, 2015 BOS Minutes,
and October 5, 2015 BOE Minutes

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of
Supervisors

Information

Subject

September 29, 2015, and October 6, 2015, Board of Supervisors' meeting minutes, and October 5, 2015, Board of Equalization's meeting minutes

Suggested Motion

Approval of the September 29, 2015, and October 6, 2015, Board of Supervisors' meeting minutes, and the October 5, 2015, Board of Equalization meeting minutes.

Attachments

BOS 10-06-15 Meeting Minutes

BOE 10-05-15 Meeting Minutes

BOS 09-29-15 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: October 6, 2015

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone then ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Jacque Griffin, Assistant County Manager, Librarian; Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Max Emiliano Bergman led the Pledge of Allegiance and Minister Bart Campbell of the Church of Christ in Globe delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt the amended Gila County Floodplain Management Ordinance.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Flood Control District Board of Directors. (Note: Phone connection with Vice-Chairman Martin was temporarily lost during the vote.)

Darde deRoulhac, Flood Control District Chief Engineer, stated that this amendment was initiated by the need to correct some erroneous references in the Ordinance. Upon review of the Ordinance, it was observed that some sections could be better stated, so that the meaning and procedures would be easier to understand. Furthermore, many residents desire to build large parking buildings, which currently require a variance from the Board of Supervisors if the building is wet-flood proofed, not elevated, and larger than

600 square feet. After much discussion with the State, it was agreed that it would be appropriate to eliminate the variance requirement for wet-flood proofing any size large parking building on residential lots. Also, the lowest floor elevation requirement for manufactured homes is being modified to one foot above the flood elevation, which is well above the flood level and which makes it a more similar level of protection to that required of site-built homes. Additionally, obsolete agency names have been updated throughout the Ordinance.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. A brief discussion was held by the Board for further clarification.

At 10:17 a.m. the telephone call with Vice-Chairman Martin was ended and she joined the meeting via ITV in Payson. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted the amended Gila County Floodplain Management Ordinance. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Flood Control District Board of Directors and reconvened as the Gila County Board of Supervisors. **(A copy of the Ordinance is permanently on file in the Board of Supervisors' Office.)**

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to authorize the Chairman's signature on two 12D Fund Applications submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Apache Gold Casino; the first application in the amount of \$4,000, and the second application in the amount of \$5,560.

Michael Pastor, District 2 Supervisor, advised that this is a standard funding request from Gila Community College (College) for which two applications for 12D funding from the Apache Gold Casino will be sought. In order to allow gaming in the state of Arizona there is an agreement in place whereby the San Carlos Apache Tribe shall make 12% of its total contribution in the form of distributions to cities, towns or counties for government services that benefit the general public, including public safety, mitigation of impact of gaming, or promotion of commerce and economic development. One of the applications will allow for the purchase of two defibrillators and accessories and the second application will allow the College to purchase eight Venipuncture and Injection Training Arms for students to practice giving shots and doing blood draws. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the Chairman's signature on two 12D Fund Applications submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Apache

Gold Casino; the first application in the amount of \$4,000, and the second application in the amount of \$5,560.

B. Property Tax Sale/Auction for the sale of Assessor's parcel number 206-21-201, a vacant parcel of land located in Miami, Arizona that was deeded to the State of Arizona by Treasurer's Deed in the year 1936.

Marian Sheppard, Clerk of the Board, provided the following information: The County was recently contacted by someone interested in purchasing Assessor's tax parcel number 206-21-201, which is a vacant parcel of land comprised mostly of unusable hillside in Miami, Arizona. In 1936, this parcel of land was deeded by the County Treasurer to the State of Arizona c/o Board of Supervisors per statutory requirement. Arizona Revised Statutes § 42-18301 through 42-18303 outlines the procedures related to the responsibilities of the County Board of Supervisors once a property has been deeded by the County Treasurer to the State of Arizona. In accordance with the Arizona Revised Statutes, the Board of Supervisors has advertised the public sale of this property by live auction to take place on this date. The notice was advertised in the Arizona Silver Belt newspaper on September 16, 2015, and September 23, 2015. In addition, a letter sent by Certified Mail was mailed to all owners of land that adjoins the subject property to inform them of the sale date, time and location, and to provide them the same opportunity for purchase. Chairman Pastor stated that since the individual who inquired about this property is not present and no one else has registered for today's auction; the item should be tabled to the October 20, 2015. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously tabled this agenda item to the October 20, 2015, Board of Supervisors' regular meeting.

C. Information/Discussion/Action to adopt Proclamation No. 2015-11 proclaiming October 2015 as "Domestic Violence Awareness Month" in Gila County.

Carolyn Gillis, Horizon Domestic Violence Safe Home Program Supervisor, stated that she wanted to raise awareness regarding three types of abuse; child, elder, and partner. She provided statistical information for grant year 2015 as follows: total adults: 51; total children 62; average length of stay 25 nights; total bed nights 2,391; number of women sheltered 51; number of children (birth to 11) 60; number of teens (12-17) 2; number of elderly (over the age of 45) 5; and, one way miles 8,569. She added that these services are provided by a staff of 5, and that Horizon Human Services provides the vehicles for transportation services which are available 24 hours a day, 7 days a week. Chairman Pastor commented that it is not only women and children who experience abuse but men as well. Ms. Gillis added that 1 in 4 women and 1 in 7 men have experienced domestic violence in their lifetime.

Jon Cornell, KQSS reporter, inquired if there is one safe home for the entire County. Ms. Gillis replied that there is a safe home in Globe/Miami and there is a larger facility which is a "time out" shelter located in Payson. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2015-11 proclaiming October 2015 as "Domestic Violence Awareness Month" in Gila County.

D. Information/Discussion/Action to approve Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office to accept the regional DUI vehicle that will be utilized by all law enforcement agencies in Gila County for DUI enforcement whereby the Sheriff's Office fleet will be increased by one vehicle to accommodate the DUI vehicle.

Chairman Pastor advised that there has been a request from the County Attorney's Office to continue this item to a later meeting. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously continued this item to a later meeting yet to be determined.

E. Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 062615) between Gila County and the Bullion Plaza Cultural Center & Museum whereby the County will disburse \$10,000 to the Museum that will be used for Museum maintenance and improvements; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Don McDaniel, County Manager, stated that in July 2015 the annual report of the Bullion Plaza Cultural Center & Museum (BPCCM) was presented to the Board by Jose Sanchez, President of the Board of Directors for BPCCM. The County has provided this economic grant funding to BPCCM for the last three years and staff recommends approval of this funding for this year as well. He added that Mr. Sanchez is present in the audience to follow up if necessary or if the Board has questions or comments. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved an Agreement-Economic Development Grant (Agreement No. 062615) between Gila County and the Bullion Plaza Cultural Center & Museum whereby the County will disburse \$10,000 to the Museum that will be used for Museum maintenance and improvements; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

F. Information/Discussion/Action to establish five vote centers within Gila County while maintaining eleven existing voting precincts, and authorize the Elections Director to submit a request for pricing from various vendors for the purchase of elections equipment.

Eric Mariscal, Elections Director, stated that there is a correction to the information contained in the agenda review form (staff report) in the background section as follows: In the 2016 election cycle, the "Accu Vote units" will have been in use for **12 years**, not 16 years as written. In order to provide efficient and cost effective elections with the highest level of integrity and as directed by the Board of Supervisors, the Elections Director and the Gila County Recorder recommend that the County establish vote centers in Gila County which will consolidate larger numbers of people into far fewer polling places. If vote centers are equipped properly with electronic poll books, ballot and demand printers, and new elections software, voters will be able to vote in any vote center in the entire County without regard to an assigned voting precinct. Mr. Mariscal then reviewed Attachment B which indicates the proposed vote center locations to include 3 in Payson and 2 in the Globe-Miami area, and 11 precinct specific polling sites. Each of the vote center locations would be located within an approximate 20-minute proximity to the voters in each of the areas. He added that the polling sites in the outlying areas would remain as the distance to travel would be greater than 20 minutes for voters to travel to a vote center location. He then reviewed Attachment C, which includes maps of the proposed vote center locations. Vice-Chairman Martin commented that she thinks it's a good start for this year; however; she would like to see the Gisela, Whispering Pines and Zane Grey polling sites eventually eliminated, whereby those voters would be required to vote at one of the vote centers in Payson. She directed Mr. Mariscal to inform voters in those areas that the County is moving forward to have less polling sites. Mr. Mariscal replied that adjustment could be accomplished relatively easily, especially if the number of voters who vote in person at the polling sites continues to decline.

Chairman Pastor added that he has a community meeting in Gisela later this month and he will breech this subject and let the community know that this is something the County is exploring. Vice-Chairman Martin asked that the cost savings of fewer polling sites be included in the discussion with Gisela community members, to which Chairman Pastor agreed.

Supervisor Marcanti inquired if the smaller areas would have printed ballots in order to save money. Mr. Mariscal replied that the vote centers would have ballot on demand printers in order to print only those ballots that are utilized on Election Day. He added that the polling place in Young could be turned into a "micro vote center" whereby a voter may vote at that location, regardless if the person is registered in that particular voting precinct.

Mr. McDaniel stated that since this item is requesting permission to obtain pricing for election equipment, he asked Mr. Mariscal to explain the various pieces of equipment that are needed, both at vote centers and polling sites. Mr. Mariscal explained that all vote centers need connectivity in order to monitor activity, and this is done with an electronic poll book which is updated constantly to show voting activity as it occurs. According to federal law, all of

the vote centers will have an ADA (Americans with Disabilities) compliant device. He pointed out the differences between vote centers and precinct polling sites. All vote centers will have a ballot on demand printer eliminating the need to stock huge amounts of ballots at each of the sites. The outlying precincts will not have ballot on demand printers, and they will have an electronic poll book and an ADA compliant device.

Chairman Pastor confirmed that only one of the vendors that provided a presentation to the Board would be able to supply all of the necessary equipment without needing another supplier for any part of it. Mr. Mariscal replied that ES&S (Elections Systems and Software) is the vendor that could supply all of the necessary vote center equipment. Vice-Chairman Martin commented that she likes the idea of getting all of the vote center equipment from one vendor. Jon Cornell, KQSS reporter, inquired if there will be a vote center in San Carlos. Mr. Mariscal explained that the San Carlos Apache Reservation is a sovereign nation; however, tribal members participate in elections because San Carlos is a part of Gila County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously established five vote centers within Gila County while maintaining eleven existing voting precincts, and authorized the Elections Director to submit a request for pricing from various vendors for the purchase of elections equipment.

G. Information/Discussion/Action to authorize the Gila County Community Services Division to submit a 12D Fund Application in the amount of \$19,890 to the San Carlos Apache Tribe and the Apache Gold Casino Resort which, if approved, will be used to fund certification and training programs for local contractors.

Malissa Buzan, Community Services Division Director, stated that this application for 12D funding would be used in the Housing Department for weatherization, specifically to help with training certifications costs for local contractors. The cost for training certifications is approximately \$1,000 to \$1,500; therefore, this funding helps locals contractors afford to get the training certifications required by the State in order to assist Gila County residents with its weatherization services. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the Gila County Community Services Division to submit a 12D Fund Application in the amount of \$19,890 to the San Carlos Apache Tribe and the Apache Gold Casino Resort which, if approved, will be used to fund certification and training programs for local contractors.

H. Information/Discussion/Action to accept an Arizona Nutrition Network Supplemental Nutrition Assistance and Education Program award offer for Request for Grant Application (RFGA) No. ADHS15-00004836 from the Arizona Department of Health Services in the amount of

\$200,638 per year for a 3-year period which, if accepted, will enable the Health and Emergency Services Division to implement a policy, systems and environmental change focus to be used for population health initiatives in the areas of food systems, active living, school health, and early childhood education.

Paula Horn, Health & Emergency Services Division Deputy Director of Health, stated that on March 3, 2015, the Board of Supervisors authorized the submission of an application to receive grant funds from the Arizona Nutrition Network through its Supplemental Nutrition Assistance and Education Program. On August 28, 2015, the County received notification of the acceptance of the application and grant award by the Arizona Department of Health Services effective October 1, 2015, for federal fiscal year 2016. Supervisor Marcanti asked for clarification regarding the services to be provided. Ms. Horn stated that this program does not offer meals; however, the program does offer education to eligible families in order to help them make better choices with regard to healthy eating habits.

Jon Cornell, KQSS reporter, encouraged Ms. Horn to contact the radio station so that public service announcements could be provided regarding this program. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted an Arizona Nutrition Network Supplemental Nutrition Assistance and Education Program award offer for Request for Grant Application (RFGA) No. ADHS15-00004836 from the Arizona Department of Health Services in the amount of \$200,638 per year for a 3-year period.

I. Information/Discussion/Action to consider selling Assessor's parcel number 101-12-109A, which is owned by the State of Arizona in care of the Board of Supervisors, to the Town of Winkelman in the amount of \$1.00.

John Marcanti, District 3 Supervisor, stated that he was contacted by the Mayor of the Town of Winkelman seeking to acquire parcel number 101-12-109A. This property was advertised for sale at the Board of Supervisors' August 4, 2015, annual property tax sale/auction and no one submitted a bid to purchase it. It would benefit the Town of Winkelman to purchase this property as the Town owns adjoining property and plans to fence the property and use it as a maintenance yard. By selling the property to the Town of Winkelman for \$1.00, the property would once again be on the County's tax rolls. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously sold Assessor's parcel number 101-12-109A to the Town of Winkelman in the amount of \$1.00.

J. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-116 that is owned by the State of Arizona in care of the Board of Supervisors.

Ms. Sheppard stated that in 2014, this property was deeded to the State of Arizona in care of the Board of Supervisors because the previous owner had not paid property taxes for 7 consecutive years. The parcel was included in the Board's August 4, 2015, property tax sale/auction of all properties that were deeded to the State by the County Treasurer in 2014; however, no one submitted a bid on the property. The property was later added to a list that is comprised of State-owned properties that did not sell at previous Board property tax sales/auctions. The subject property is located at 718 N. San Pedro Road, Hayden, Arizona, and it contains a small vacant house. When posting signs at the subject property, the Treasurer noted that the house is a fire hazard as are other vacant houses in the immediate area. Chairman Pastor directed Ms. Sheppard to open the sealed bid and she advised that Celestino Torres submitted a bid in the amount of \$50 for the subject property. She added that Mr. Torres owns adjoining property and, per County policy, he submitted proof of adjoining property ownership at the time the sealed bid was submitted. Mr. Torres conveyed to Ms. Sheppard that he was concerned about the fire hazard, so he wants to clean up the property if he is able to purchase it. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted a sealed bid in the amount of \$50 from Celestino Torres for the purchase of Assessor's tax parcel number 101-07-116.

K. Information/Discussion/Action to: 1) Reject all bids submitted for the Copper Administration Building Renovation Project, which item was tabled at the Board's Regular Meeting of September 1, 2015; 2) Approve Option "B" utilizing the Job Order Contract method of construction; 3) Approve a budget amendment transferring \$1.2M from Capital Projects Reserves to the Copper Administration Building Remodel Project; 4) Instruct staff to replenish the Capital Projects Reserves fund as soon as reasonably possible; and, 5) Endorse the continuation of the Copper Administration Building Project Team's involvement for the duration of the project.

Jeff Hessenius, Finance Division Director, provided information as follows: On September 1, 2015, the Board of Supervisors, upon staff recommendation, tabled an agenda item to award a contract for interior renovation of the Copper Administration Building (CAB). During an earlier meeting to review the status of the CAB Project, the new Deputy County Manager, the Finance Director and the Public Works Director determined that the \$1.95M budget would be insufficient to complete the project as planned. Subsequently, staff formed a Copper Administration Building Project Team (CABPT) for the purpose of evaluating the options with respect to the completion of the project on time and within a revised budget. On September 29, 2015, CABPT presented two

options to the Board of Supervisors as the result of their extensive review of available avenues to deliver the project at a cost which approximates the amount of funding that was initially made available when the project was first conceived, and to deliver the project as soon as practicable. The CABPT believes the Job Order Contract (JOC) model would be the most beneficial to the County because the Arizona Department of Administration State Procurement Office (ADSPO) already has a JOC model which is utilized by multiple counties in the state of Arizona. ADSPO awarded a contract to the Gordian Group to create a JOC Model of Construction for the State of Arizona and provide the subsequent consultation for the program. A JOC program consists of a list of qualified contractors, which have been issued JOC contracts by ADSPO and under the State's procurement protocols, agreeing to be bound by a uniform pricing schedule for all facets of a project. The CABPT believes that using the State's JOC model will be more cost effective than Option "A." The CABPT believes that utilizing Option "B" eliminates costly change orders, provides for value engineering, and will increase the probability of delivering a project that will be fully functional and on time.

Supervisor Marcanti inquired of Steve Sanders, Public Works Division Director, as to who would oversee inspections of the construction of the project. Mr. Sanders stated that the Facilities Department will work with the general contractor to ensure that inspections are done along the way and prior to continuing to the next portion of the project. He didn't know if the inspections would be done by the City of Globe or the County, but he believes that the County will work in conjunction with the City of Globe to do inspections of the project during construction. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously 1) Rejected all bids submitted for the Copper Administration Building Renovation Project, which item was tabled at the Board's Regular Meeting of September 1, 2015; 2) Approved Option "B" utilizing the Job Order Contract method of construction; 3) Approved a budget amendment transferring \$1.2M from Capital Projects Reserves to the Copper Administration Building Remodel Project; 4) Instructed staff to replenish the Capital Projects Reserves fund as soon as reasonably possible; and, 5) Endorsed the continuation of the Copper Administration Building Project Team's involvement for the duration of the project.

L. Information/Discussion/Action to reject all bids related to IFB No. 032315-1 for the Copper Administration Building Interior Renovation Project allowing the Board to proceed with the Job Order Contracting method of project implementation.

Mr. Hessenius stated that this agenda item is to instruct staff to inform all of the bidders that all of the bids have been rejected by the County and to provide a status to each of the bidders that the County will be utilizing a Job Order Contracting method with respect to the Copper Administration Building. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board

unanimously rejected all bids related to IFB No. 032315-1 for the Copper Administration Building Interior Renovation Project allowing the Board to proceed with the Job Order Contracting method of project implementation.

Chairman Pastor advised that he received a request to move Consent Agenda Action Item 4E to the Regular Agenda Items for discussion; he then asked for a motion from the Board. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously moved Consent Agenda Action Item 4E to the Regular Agenda.

Consent Agenda Action Item 4E. Acknowledgment of the appointment of Malissa Buzan, Jeri Byrne, Deborah Osborn, and Cliff Potts to the Northeastern Arizona Innovative Workforce Solutions Workforce Development Board by the Navajo County Board of Supervisors.

Ms. Buzan stated that on July 1, 2015, Navajo County, Apache County, and Gila County merged to form the Northeastern Arizona Innovative Workforce Solutions local area to administer Workforce Innovation and Opportunity Act requirements for all three counties. The Navajo County Board of Supervisors is the Chief Elected Official of the Northeastern Arizona Workforce Development Board. The Chief Elected Official will make the appointments to the Local Workforce Development Board. On July 14, 2015, the Navajo County Board of Supervisors appointed 4 new members to represent Gila County on the Board. There was an inference in the staff report by the use of the word “from” instead of “for” representation of Gila County and the clarification was made by Ms. Buzan that the appointed members stated above are representatives “for” Gila County and not necessarily “from” Gila County; Ms. Osborn is the only member that does not reside in Gila County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously acknowledged the appointment of Malissa Buzan, Jeri Byrne, Deborah Osborn, and Cliff Potts to the Northeastern Arizona Innovative Workforce Solutions Workforce Development Board by the Navajo County Board of Supervisors.

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of Amendment No. 3 and Amendment No. 4 to the Cenpatico Prevention Services Agreement to address underage drinking and drug abuse in Gila County for the period of July 1, 2015, to September 30, 2015, whereby \$8,517 will be added to the total agreement amount.

B. Approval of Amendment No. 8 to Intergovernmental Agreement (Contract No. ADHS12-007886) between the Arizona Department of Health Services and the Gila County Health and Emergency Services Division to

provide a total contract amount of \$200,419.00 and extend the contract period from July 1, 2015, through June 30, 2016, in order to provide continued public health emergency preparedness services.

C. Acknowledgment of Ed Carpenter's resignation from the Gila County Sheriff's Office Correctional Officers Retirement Plan (CORP) Local Board for Detention Officers and Non-Uniformed Officers, and the CORP Local Board for Dispatchers, and the appointment of Gary Andress to each Local Board to fulfill Ed Carpenter's unexpired term of office, effective October 6, 2015, through December 31, 2015.

D. Acknowledgment of Rosemary Reed's resignation from the Christopher Kohl's Fire District Board of Directors and the appointment of Tom James to fulfill Mrs. Reed's unexpired term for the period of August 17, 2015, to December 31, 2016.

E. Acknowledgment of the appointment of Malissa Buzan, Jeri Byrne, Deborah Osborn, and Cliff Potts to the Northeastern Arizona Innovative Workforce Solutions Workforce Development Board by the Navajo County Board of Supervisors.

The Board voted to move Consent Agenda Action Item 4E to the Regular Agenda and voted separately on this item.

F. Acknowledgment of the August 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

G. Acknowledgment of the August 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

H. Acknowledgment of the August 2015 monthly activity report submitted by the Globe Regional Constable's Office.

I. Acknowledgment of the August 2015 monthly activity report submitted by the Payson Regional Constable's Office.

J. Acknowledgment of the August 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

K. Approval of the September 15, 2015, and September 16, 2015, Board of Supervisors' meeting minutes.

L. Acknowledgment of the Human Resources reports for the weeks of September 1, 2015, September 8, 2015, September 15, 2015, September 22, 2015, and September 29, 2015.

SEPTEMBER 1, 2015

DEPARTURES:

1. Megan Winters – Probation – Administrative Clerk Senior – 08/28/15 – General (.80)/Diversion Consequences (.20) Funds – DOH 07/20/15
2. Destinee Barajas – Constituent Services 2 – Temporary Laborer – 08/14/15 – General Fund – DOH 06/08/15
3. Savannah Barajas – Constituent Services 2 – Temporary Laborer – 08/14/15 – General Fund – DOH 06/08/15

NEW HIRES:

4. Karen Brake – Sheriff's Office –Administrative Clerk – 09/08/15 – General Fund – Replacing Lisa Dzera
5. Nancy Hinojos – Clerk of Superior Court – Court Clerk – 09/08/15 – General Fund – Replacing Stephanie Perez
6. Valerie Pizano – Clerk of Superior Court – From Temporary Court Clerk – To Court Clerk – 09/08/15 – From Superior Court Cost of Prosecution Fund – To General Fund – Replacing Ann Garlinghouse
7. Dawnie Lyon – School Superintendent's Office – Accounting Clerk – 09/08/15 – General Fund - Replacing Susan Aliprandini
8. Lorraine Fowler – Probation – Administrative Clerk Senior – 09/08/15 - General (.80)/Diversion Consequences (.20) Funds – Replacing Megan Winters

END PROBATIONARY PERIOD:

9. Cole LaBonte – Sheriff's Office – Deputy Sheriff – 08/04/15 – General Fund
10. Glen Farnham – Public Works – Vehicle and Equipment Maintenance Supervisor – 09/30/15 – Public Works Fund
11. Karrie Powers – Globe Regional Justice Court – Justice Court Clerk Senior – 09/09/15 – General Fund

DEPARTMENTAL TRANSFERS:

12. Rose Holiday – Sheriff's Office – From Records Clerk – To Civil Clerk – 09/07/15 – General Fund – Replacing Patricia Dodd
13. Bryan Chambers – From County Attorney's Office – To Superior Court Division 1 – From Civil Bureau Chief – To Superior Court Judge – 08/31/15 – General Fund – Replacing Peter Cahill
14. Stephanie Perez – Clerk of Superior Court – From Court Clerk – To Courtroom Clerk IV-D – 08/31/15 – General Fund – Replacing Karen Yanez

OTHER ACTIONS:

15. Brian Dirks – Sheriff's Office – Deputy Sheriff – 07/03/15 – General Fund – Extending probationary period to 01/03/16
16. Oulono Folau – Sheriff's Office – Deputy Sheriff – 07/03/15 – General Fund – Extending probationary period to 01/03/16

SEPTEMBER 8, 2015

DEPARTURES:

1. Patsy Clayton – Community Development – Code Compliance Specialist – 09/23/15 – General Fund – DOH 01/02/96
2. Marci Lantz – Probation – Juvenile Detention Officer – 08/31/15 – General Fund – DOH 03/02/15

3. Kristin Baker – Constituent Services 2 – Temporary Laborer – 07/06/15 – General Fund – DOH 07/06/15

NEW HIRES:

4. Yolanda Spurgeon – Probation – Juvenile Detention Officer – 09/14/15 – General Fund – Replacing Philip York

5. Michael Thrall – County Attorney’s Office – Deputy County Attorney – 09/28/15 – Cost of Prosecution Reimbursement Fund – Replacing Robert Swinford

6. Bernadette Munoz – Public Works – Rural Addressing Analyst – 09/14/15 – General Fund – Replacing Steve McGill

TEMPORARY HIRES TO COUNTY SERVICES:

7. Roshanda Wesley – Library District – Temporary Early Literacy Program Coordinator – 09/14/15 – Library District Grants Fund – Replacing Candelaria Brown

DEPARTMENTAL TRANSFERS:

8. Mark Kaufman – Community Development – From Zoning and Building Inspector – To Building Safety Specialist – 09/14/15 – General Fund – Replacing Caryn Paige

9. Rebecca Taylor – Public Works – From Custodian (.85) – To Custodian – 09/14/15 – Facilities Management Fund – Replacing Antoinette Gonzales

OTHER ACTIONS:

10. Megan Winters – Probation – Administrative Clerk Senior – 08/25/15 – General (.80)/Diversion Consequences (.20) Funds – Changing resignation date from 08/28/15 to 08/25/15

REQUEST TO POST:

11. Public Works – Custodian (.85) – Vacated by Rebecca Taylor

12. Public Works – Building Maintenance Technician Senior – Vacated by William McDaniel

13. Community Development – Zoning and Building Inspector – Vacated by Mark Kaufman

SEPTEMBER 15, 2015

DEPARTURES:

1. Sandra Pena – Health and Emergency Services – Communicable Disease Specialist – 09/11/15 – Bio Terrorism Program – DOH 03/10/14

2. Denice Bondurant – Probation – Probation Fiscal Services Manager – 09/11/15 – General (.70)/Diversion Intake (.30) Funds – DOH 02/05/90

NEW HIRES:

3. Matthew Archuleta – Probation – Juvenile Detention Officer – 09/21/15 – General Fund – Replacing Marci Lantz

4. Robert Deck – Probation – Juvenile Detention Officer – 09/21/15 – General Fund – Replacing Nora Palmer

END PROBATIONARY PERIOD:

5. Julie Taylor – Recorder’s Office – Recorder’s Clerk – 08/23/15 – General Fund

6. Connor Stenson – Probation – From Deputy Probation Officer 1 – To Deputy Probation Officer 2 – 09/29/15 – Adult Probation Service Fees Fund

7. Kimberly Zamora – Probation – From Deputy Probation Officer 1 – To Deputy Probation Officer 2 – 09/29/15 – State Aid Enhancement Fund

DEPARTMENTAL TRANSFERS:

8. Lynn Trimble – Probation – From Deputy Probation Officer 2 – To Deputy Probation Officer 4-Fiscal Manager – 09/14/15 – From State Aid Enhancement Fund – To General(.70)/Diversion Intake(.30) Funds – Replacing Denice Bondurant

9. Nora Palmer – Probation – From Juvenile Detention Officer – To Juvenile Detention Shift Supervisor – 09/21/15 – General Fund – Replacing Deloris Rascon

10. Rhonda Rolf – Recorder's Office – From Recorder's Clerk – To Recorder's Clerk Senior – 09/10/15 – General Fund – Replacing Shealene Stidham

REQUEST TO POST:

11. Health and Emergency Services – Temporary Public Health Emergency Preparedness Planner – Vacated by B. Todd Whitney

12. Health and Emergency Services – Community Health Policy Analyst – New grant funded position

13. Health and Emergency Services – Communicable Disease Specialist – Vacated by Sandra Pena

SEPTEMBER 22, 2015

NEW HIRES:

1. David O'Brien – Public Works – Vehicle and Equipment Mechanic – 10/05/15 – Public Works Fund – Replacing Derek Bartling

2. Jordon Montgomery – Recorder's Office – Recorder's Clerk – 10/05/15 – General Fund – Replacing Shealene Stidham

END PROBATIONARY PERIOD:

3. Stephanie Hunsaker – Payson Regional Justice Court – Justice Court Clerk Associate – 09/30/15 – General Fund

REQUEST TO POST:

4. Clerk of Superior Court – Temporary Court Clerk – Vacated by Valerie Pizano

SEPTEMBER 29, 2015

DEPARTURES:

1. Kiani Kame – Constituent Services 2 – Temporary Laborer – 09/25/15 – General Fund – DOH 07/06/15

NEW HIRES

2. Nola Magneson – Library District – Public Services Librarian – 10/5/15 – Library District Grants (.30)/Library Assistance (.70) Funds – Replacing Pamela Beerens

TEMPORARY HIRES TO COUNTY SERVICES:

3. Frank Gonzales – Constituent Services 2 – Temporary Laborer – 10/05/15 – General Fund – Replacing Kiani Kame

END PROBATIONARY PERIOD:

4. Sidney Wells, Jr. – Public Works – Road Maintenance and Equipment Operator – 10/13/15 – Public Works Fund
5. Austin Livingood – Public Works – Road Maintenance Worker – 10/06/15 – Public Works Fund

DEPARTMENTAL TRANSFERS:

6. Wayne Sukosky – Sheriff's Office – From 911 Dispatcher – To Detention Officer – 09/14/15 – General Fund – Replacing Elois Corn
7. Amy Farley - Probation – Deputy Probation Officer 1 – 09/28/15 – From Diversion Intake Fund – To State Aid Enhancement Fund – Replacing Lynn Trimble
8. Alberta Lancieri – Probation – Deputy Probation Officer 2 – 09/28/15 – From Juvenile Intensive Probation Supervision Fund – To Diversion Intake Fund – Replacing Amy Farley
9. Jessica Ortega – Probation – From Juvenile Detention Shift Supervisor – To Deputy Probation Officer 1 – 09/28/15 – From General Fund – To Juvenile Intensive Probation Supervision Fund – Replacing Alberta Lancieri
10. Emelle Silvers – Probation – From Juvenile Detention Officer – To Juvenile Detention Shift Supervisor – 09/28/15 – General Fund – Replacing Jessica Ortega

OTHER ACTIONS:

11. John Scott – Public Works – Automotive Mechanic – 10/27/15 – Public Works Fund – Extending probationary period an additional month

REQUEST TO POST:

12. Clerk of the Superior Court – Courtroom Clerk Technician – Vacated by Sally Denny
13. Clerk of the Superior Court – Court Clerk – Vacated by Nancy Hinojos
14. Public Works – Deputy Director of Public Works – Vacated by Steve Sanders

M. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 31, 2015 through September 4, 2015; September 7, 2015, through September 11, 2015; and, September 14, 2015, through September 18, 2015.

N. Approval of finance reports/demands/transfers for the weeks of September 22, 2015, September 29, 2015, and October 6, 2015.

September 22, 2015

\$728,242.15 was disbursed for County expenses by check numbers 272588 through 272684.

September 29, 2015

\$1,517,847.99 was disbursed for County expenses by check numbers 272685 through 272831.

October 6, 2015

\$734,133.84 was disbursed for County expenses by check numbers 272832 through 272940. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda Action Items 4A – 4N excluding 4E.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:38 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF EQUALIZATION MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: October 5, 2015

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN

By: Marian E. Sheppard
Clerk of the Board

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Deborah Hughes, Assessor (via ITV); Joseph Williams, Deputy Assessor; Clarissa Mata, Chief Appraiser; Jefferson R. Dalton, Deputy County Attorney and Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

Item 2 - AGENDA ITEMS:

A. 1:00 p.m. - Information/Discussion/Action to consider a Petition for Review of Real Property Valuation for tax parcel number 201-08-040N that was submitted by the Law Offices of Fletcher Struse Fickbohm & Marvel on behalf of the Rosemary L. Ruiz Revocable Trust c/o Joe A. Albo for tax year 2016.

James Marvel appealed the Assessor's full cash value (FCV) of the subject property based on a market sales approach. His opinion of value for the property is \$5,020 because it is vacant land and portions of the property are located within a floodway resulting in the property not being sellable. Mr. Marvel stated that it has been a struggle to find a realtor that will agree to list the property because it is over-valued. He stated that an adjacent property is improved with a mobile home and has a value of \$133,117 for tax year 2016, with an improvement value of \$51,592. The land value for that property is \$81,525 or \$6,257 per acre, which he believes is a more accurate assessment than the subject property. Clarissa Mata, Chief Appraiser, advised that the Assessor's Office initially valued the property in the amount of \$101,464; however, the FCV has since been adjusted to \$44,679 of which 3.77 acres have been valued at \$1,000 per acre because they are located in a floodway and the remaining 1.25 acres not in a floodway have been valued at market for \$32,727 per acre. She then explained the difference between a floodplain and a

floodway. Ms. Mata advised that the Assessor's Office used 13 comparable sales to value the subject property and she stated that it is not overvalued.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously voted to uphold the Assessor's opinion of value on parcel number 201-08-040N for tax year 2016, as follows: FCV = \$44,679; limited property value (LPV) = \$44,679, Legal Class = 02R; and Assessment Ratio = 15%.

B. 1:25 p.m. - Information/Discussion/Action to consider a Petition for Review of Real Property Valuation for tax parcel number 305-10-004E that was submitted by Ken and Terri Rowley for tax year 2016.

Mr. Rowley appealed the Assessor's FCV of his property based on a market sales approach. His opinion of value for the subject property is \$82,600. He presented information on two properties that sold which are adjacent to his property. The adjacent parcels sold for \$5,000 per acre and \$6,227 per acre; however, he pointed out that they are not similar to his parcel because they are 1/7 the size of his parcel; they have road frontage; and, they have access to APS (Arizona Public Service) power. Mr. Rowley advised that his 35-acre parcel of unimproved land does not have a water well or any dedicated right-of-way, nor is it close to a power line. In his opinion, the parcel has been over-valued for the past ten years and it is not sellable, mainly because 20 miles of the main road to and from Young is unpaved. In the past 35 years, there has not been one person who has expressed an interest in purchasing the property. Ms. Mata advised that the Assessor's Office analyzed sales and equity of parcels in the same book and map area of Young which resulted in the FCV being adjusted from \$248,640 to \$129,640 to reflect the proper level of appraisal and uniformity in the dollar per acre for parcels 10 acres and over in Young. She advised that Mr. Rowley provided two comparable sales that have a median dollar per acre value of \$5,614; whereas, the Assessor's Office provided 9 comparable sales of which 5 were in the same book and map area of Young for a median value of \$14,741 per acre. Ms. Mata advised that the subject property is correctly valued at \$3,704 per acre.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to uphold the Assessor's opinion of value for parcel number 305-10-004E for tax year 2016, as follows: FCV = \$129,640; LPV = \$103,304; Legal Class = 02; and Assessment Ratio = 15%.

C. 1:50 p.m. - Information/Discussion/Action to consider a Residential Petition for Review of Valuation for tax parcel number 304-42-037A that was submitted by Jim McDonald for tax year 2016.

Mr. McDonald appealed the Assessor's FCV of his property based on a market sales approach. His opinion of value for the subject property is \$100,000 or

\$156 per square foot. He provided a recent appraisal that values the subject property at \$121,500 and added that his property does not include a garage or driveway; whereas, the comparable sales used by the Assessor's Office include garages and driveways and are much larger, so he disagreed with the comparable properties used by the Assessor's Office. Mr. McDonald also provided data on comparable properties that have sold in the area. He pointed out that the Assessor's Office should not only use sales prices of comparable properties, but rather the cost per square foot and additional amenities such as garages and driveways should be considered. Ms. Mata advised that the subject property is a single family residence that was built in 1982 on a double lot, and stated that the Assessor's Office does not separate land value versus improvement value. She stated that there is 930 square feet of livable space to which Mr. McDonald disagreed as he said there is 640 square feet of livable space. She advised that the Assessor's Office used a median as the primary value measure per market area and she was unsure how Mr. McDonald arrived at a per square foot amount. She stated that the comparable properties used by the Assessor's Office are adjusted to be like the subject property in order to compare "apples to apples."

Vice-Chairman Martin made a motion to uphold the Assessor's opinion of value for parcel number 304-42-037A for tax year 2016. Chairman Pastor seconded the motion and asked for the vote. Supervisor Marcanti voted against the motion; therefore, the vote passed by a 2 to 1 vote. The values for tax year 2016 are as follows: FCV = \$150,072; LPV = \$135,311; Legal Class = 0401; and Assessment Ratio = 10%.

D. 2:15 p.m. - Information/Discussion/Action to consider a Petition for Review of Real Property Valuation for parcel number 302-27-061B that was submitted by Joshua Wilson on behalf of Healing Waters for tax year 2016.

Mr. Wilson advised that he was unable to attend the hearing; therefore, this case was heard on the record. Chairman Pastor reviewed the information submitted to the Board of Equalization (BOE) by Mr. Wilson, page by page. Chairman Pastor stated that Mr. Wilson's opinion of the FCV for the subject property is \$894; however, the supplemental information that was submitted by Mr. Wilson and dated September 30, 2015, states, "We hope for a decision of \$20,000 or less Full Cash Value for the parcel, and hope that the information provided satisfactorily supports this." Chairman Pastor stated that the Assessor has placed a FCV in the amount of \$93,346 for the property. Mr. Wilson appealed the Assessor's FCV of his property based on a market sales approach. In his letter, he advised that the two comparable properties that he used were similar to his property because they are both unsubdivided and both are not a part of the Flowing Springs subdivision. He disagrees with the comparable properties used by the Assessor's Office because they are subdivided parcels and are part of the Flowing Springs subdivision. Ms. Mata

provided the BOE with another topographical map of the subject area which includes the locations of the comparable properties used by the Assessor's Office. She advised that Mr. Wilson's basis for the appeal is the market sales approach; however, Mr. Wilson did not provide comparable properties that have sold. She stated, "These parcels are literally the East Verde River," which she believes are not equitable to the subject property. She acknowledged that Mr. Wilson stated that his property is not located within the subdivision, which she confirmed is correct. Ms. Mata added that the comparable properties used by the Assessor's Office are in the same book and map area of the subject property, and they are valued at the same dollar per acre as the subject parcel. Supervisor Marcanti commented on the slope and elevation of the property and questioned its potential use. Assessor Deborah Hughes replied that she is familiar with the subject property and surrounding area. She advised that a property which is adjacent to the subject property does contain a house and it has the same elevation as the subject property. She added that the "beauty" of the subject property is that it has a view of the valley and river. Ms. Hughes advised that Mr. Wilson commented that the subject property was not buildable; however, she stated that it is buildable.

Vice-Chairman Martin made a motion to uphold the Assessor's opinion of value for parcel number 302-27-061B for tax year 2016. Chairman Pastor seconded the motion and asked for the vote. Supervisor Marcanti voted against the motion; therefore, the vote passed by a 2 to 1 vote. The values for tax year 2016 are as follows: FCV = \$93,346; LPV = \$93,346; Legal Class = 02; and Assessment Ratio = 15%.

E. 2:40 p.m. - Information/Discussion/Action to consider a Petition for Review of Real Property Valuation for tax parcel number 304-07-021B that was submitted by Paradigm Tax Group on behalf of Team CB Petroleum Properties, LLC for tax year 2016.

Chairman Pastor advised that the Assessor and the petitioner have reached a stipulated agreement for this property, a copy of which has been provided to the BOE. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted the Stipulated Agreement for parcel number 307-07-021B for tax year 2016, as follows: FCV = \$385,000; LPV = \$385,000; Legal Class = 0112; and Assessment Ratio = 18%.

F. 3:15 p.m. - Information/Discussion/Action to consider a Residential Petition for Review of Valuation for tax parcel number 302-87-516 that was submitted by Pivotal Tax Solutions, LLC on behalf of Steve and Linda Loy for tax year 2016.

Chairman Pastor advised that the Assessor and the petitioner have reached a stipulated agreement for this property, a copy of which has been provided to the BOE. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman

Martin, the Board unanimously accepted the Stipulated Agreement for parcel number for tax year 2016, as follows: FCV = \$636,708; LPV = \$465,401; Legal Class = 0401; and Assessment Ratio = 10%.

G. 3:40 p.m. - Information/Discussion/Action to consider a Petition for Review of Real Property Valuation for tax parcel number 302-66-309A that was submitted by Pivotal Tax Solutions, LLC on behalf of BW Payson, LLC for tax year 2016.

Chairman Pastor advised that the petitioner has requested this case to be heard on the record and he proceeded to review the information that was submitted to the BOE by the petitioner, page by page. The basis for the appeal is that equity comparables support a lower value. Chairman Pastor stated that the petitioner's opinion of the FCV for the subject property is \$1,494,903 whereas the Assessor's Office has established a FCV of \$2,400,000. Ms. Mata read aloud her summary report, as follows: *The subject parcel is a motel having eight separate buildings. Six of the buildings are ninety-nine transient rooms totaling 45,234 square feet. The average construction year is 1973. The parcel also contains a clubhouse, restaurant and swimming pool and it is known as the Quality Inn in Payson. All buildings that are classified as a hotel or motel are entered into the Assessor's computer system and they are subject to the same replacement cost new less depreciation. The construction costs are provided by a nationally recognized valuation company and updated annually. The petitioner's basis of the appeal is equity with no comparable sales. Five equity comparable parcels have been provided by the petitioner; none of which were adjusted for deficiencies to the subject property. Of the five comparable parcels provided by the petitioner, none have a clubhouse or restaurant and only two have a swimming pool. The petitioner arrived at each comparable dollar per square foot by dividing the total land and improvement FCV by the number of rooms. The method used to arrive at the dollar per square foot for the equality of value for a building is to first add or subtract amenities from the comparable (property) to match the subject (property) then divide the building only value by its square feet. The attached (note: not included in these minutes) spreadsheet shows subject and comparables by dollar per square foot and dollar per room. The values are summarized by the median. The subject parcel is equitably valued at \$26 per square foot and \$11,871 per room.*

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to uphold the Assessor's opinion of value for parcel number 302-66-309A for tax year 2016, as follows: FCV = \$2,400,000; LPV = \$2,253,896; Legal Class = 0112; and Assessment Ratio = 18%.

H. Information/Discussion/Action to consider a Petition for Review of Real Property Valuation for parcel number 304-02-018H that was submitted by Paradigm Tax Group on behalf of Safeway Inc. - Store #1536 for tax year 2016.

Chairman Pastor advised that the petitioner has requested this case to be heard on the record and he proceeded to review the information that was submitted to the BOE by the petitioner, page by page. The subject parcel is a Safeway store in Payson that was built in 1996 and has a total square footage of 48,923. Ms. Mata read aloud her summary report, as follows: *The basis for this appeal is the income approach. The income approach capitalizes income into value. The most direct method involves the application of gross income multipliers that express the ratio of market value to gross income. The income approach requires careful analysis of income and expense data. The Department of Revenue publishes annually a Commercial Property Market Study with the purpose of providing a range of sales, income, expense and capitalization rate data for the specified type of commercial, income-producing building. In choosing the income approach for basis of appeal, the petitioner is required to provide actual income and expense data for capitalization. If that information is not provided, the Assessor looks to the Commercial Property Market Study for current trending "market" data. The Assessor was not provided income and expense data from the petitioner; therefore, market data was used to conduct an income approach to value.* Ms. Mata advised that a pro forma income approach sheet was included in the Board's packet and she explained that it was pro forma because the Assessor's Office did not have actual data. She advised that after doing the pro forma income approach, the Assessor concluded that an adjustment should be made so the FCV was reduced from \$3,512,435 to \$3,140,157, a reduction of \$372,278. The petitioner's opinion of the FCV for the subject property is \$2,757,261.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously voted to uphold the Assessor's opinion of value on parcel number 304-02-018H for tax year 2016, as follows: FCV = \$3,140,157; LPV = \$2,836,564, Legal Class = 1; and Assessment Ratio = 18%.

3. CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Equalization on any issue within the jurisdiction of the Board of Equalization. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Equalization may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

There being no further business to come before the Board of Equalization,
Chairman Pastor adjourned the meeting at 2:46 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: September 29, 2015

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Jefferson R. Dalton, Deputy County Attorney and Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Michael Scannell led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS

A. Information/Discussion to consider alternative courses of action for the most timely and cost effective completion of the Copper Administration Building Project.

Don McDaniel, County Manager, prefaced this agenda item by stating that no action is required to be taken by the Board today. He then provided background information of the events that have transpired thus far with respect to the Copper Administration Building Project. He explained that staff formed the Copper Administration Building Project Team (CABPT) which consists of the newly hired Deputy County Manager, Finance Director, and Public Works Director. The CABPT determined that the \$1.95M budget was insufficient to complete the project as planned; therefore, two options were presented to the BOS for its consideration. Mr. McDaniel advised that the CABPT recommended that the Board adopt "Option B," which is a Job Order Contract (JOC) methodology. He stated that this option would eliminate costly change orders, provides value engineering, and would increase the probability of delivering a project that will be fully functional and within a revised budget.

Another advantage of choosing Option B is that it gives the County the ability to utilize the State of Arizona contract with The Gordian Group. Staff is proposing to place an item on the Board of Supervisors' regular meeting agenda of October 6, 2015, with the following recommended Board actions: 1) Reject all bids submitted for the Copper Administration Building renovation project which item was tabled at the Board's meeting of September 1, 2015; 2) Approve Option "B" utilizing the Job Order Contract method of construction; 3) Approve a budget amendment transferring \$1.2M from Capital Projects Reserves to the Copper Administration Building remodel project; and, 4) Endorse the continuation of the Copper Administration Building Project Team's involvement for the duration of the project. Vice-Chairman Martin inquired if this change would adversely affect any other projects. Mr. McDaniel replied that other projects are individually budgeted individually, so this change would not have an impact on other projects in Globe or in Payson. Vice-Chairman Martin stated that Option B is a good recommendation as it will enable the County to address problems that may arise sooner than later.

Supervisor Marcanti inquired whether EPS Group was hired to complete the civil engineering work or the blue print plan design for the inside of the building. Steve Sanders, Public Works Division Director, replied that EPS Group was hired to do site design only and that the inside design work was done by Caryn Paige, the County's internal architect. Supervisor Marcanti asked for confirmation that Pueblo Mechanical was contracted for \$13,000 to complete the engineering for the HVAC duct work inside the building. Shannon Coons, Public Works Fiscal Services Manager, replied that Supervisor Marcanti was correct, and added that most likely Ms. Paige was not comfortable designing the HVAC duct work inside the building; therefore, those particular services were contracted with an outside company.

Jeff Hessenius, Finance Division Director, clarified that the way the process would work is the County would engage with a contractor and because of the way that the contract is designed at the Arizona State Procurement Office, it is required that the contractor use The Gordian Group. The Gordian Group would essentially be the construction manager to manage the procurement and the value engineering and the interaction with the contractor throughout the process. Mr. Hessenius stated that he believes the intent would be to utilize SD Crane as that company has already invested time and expense into the development of the interior of the building and their name is listed as a contractor on the job order contract vehicle through the Arizona State Procurement Office. He stated that it is in the best interest of the County to utilize SD Crane along with The Gordian Group. Chairman Pastor confirmed that the County would not have to send out another request for proposal. Mr. Hessenius affirmed that he was correct.

The Board held a discussion and was amenable to utilizing Option B in order to hopefully decrease the cost of the Copper Administration Building Project, as

well as reduce the completion time, and ensure good management of the project, overall.

Jeff Dalton, Gila County Deputy County Attorney and Civil Bureau Chief, inquired as to the name of the contractor to be awarded the contract. Mr. Hessenius replied that the County would choose the contractor; however, that contractor would be required to work with The Gordian Group, which manages the procurement process for the project.

Chairman Pastor wanted to be assured that any Capital Reserves Funds utilized for the Copper Administration Building Project are to be re-deposited into that fund as quickly as possible. Mr. McDaniel acknowledged the request. Chairman Pastor then directed that this item be placed on the October 6th agenda for action.

B. Information/Discussion to consider the list of issues/proposals to be presented at the annual County Supervisors Association's (CSA) Legislative Summit on October 13-15, 2015, in Lake Havasu City to be considered by Arizona's county supervisors for inclusion in CSA's 2016 Legislative Agenda.

Mr. McDaniel provided an overview of legislative proposals to be considered at the upcoming October 13-15, 2015 CSA Legislative Summit. The recommendation for each is as follows:

1. Public Safety Personnel Retirement System Expenditure Limitations Exclusion proposed by Maricopa and Cochise Counties-Gila County supports the proposal.
2. Arizona Department of Juvenile Corrections Closure proposed by Pima County-Gila County supports the proposal.
3. County Library Expenditures proposed by Santa Cruz County-Gila County has no recommendation.
4. Outside Counsel for Civil Actions proposed by Santa Cruz and La Paz Counties-Gila County has no recommendation.
5. Real Property Disposal proposed by Pinal County-Gila County has no recommendation.
6. Primitive Parks proposed by Pinal County-Gila County has no recommendation.
7. Expenditure Limitation Exclusion of Racketeer Influenced and Corrupt Organizations Funds proposed by La Paz County-Gila County supports the proposal.
8. Truth in Taxation Notice Enhancement proposed by Gila County.
9. Regional Transit Authority Membership proposed by Pinal County-Gila County supports the proposal.
10. Eliminate Disincorporation/Reincorporation Statute proposed by Cochise County-Gila County supports the proposal.

11. Building Code Records proposed by Cochise County-Gila County supports the proposal.
12. Transferred Youth Holding proposed by Cochise County-Gila County has no recommendation.
13. Outside Auditor Authority proposed by Gila County.
14. Eliminate County Disproportionate Uncompensated Care Pool Payments proposed by Coconino County-Gila County supports the proposal.
15. Transportation Revenues proposed by Coconino County-Gila County supports the proposal.
16. Governor's Film and Media Office proposed by Coconino County-Gila County has no recommendation.
17. Compensation for Natural Resource Usage proposed by La Paz County-Gila County has no recommendation.
18. Regulated Utilities License Fee proposed by Mohave County-Gila County has no recommendation.
19. County Abatements; Property Liens proposed by Mohave County-Gila County supports the proposal.
20. Supermajority to Levy County Excise Taxes proposed by Mohave County-Gila County is not in support of the proposal.
21. Study of the Feasibility of the Transfer of Public Lands proposed by Mohave County-Gila County has no recommendation.
22. Resources for Juvenile Dependency Representation proposed by Mohave County-Gila County supports the proposal.
23. Intergovernmental Public Transportation Authority Taxation Authority proposed by Yuma County-Gila County supports the proposal.
24. Planning and Zoning Notices proposed by Arizona Association of County Planning Directors-Gila County supports the proposal.

Vice-Chairman Martin stated that there will be another item for discussion regarding the Planet Ranch located in Parker, Arizona. [The Bureau of Reclamation is presently negotiating with Freeport McMoRan (FMI) to secure approximately 3,418 acres of Planet Ranch, primarily along the river corridor, and 4,668 acre-feet of water rights. The appraised value of the land and water is \$8,300,000.] She stated that Yavapai County is in support of FMI whereas Mohave County is not in support of FMI and it is attempting to weigh in on which entity will get the water distribution. She stated that this proposal pits counties against each other and that CSA has spoken with "water attorneys" who advise against getting involved in this matter.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have

addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member presented information on current events. Mr. McDaniel offered no comments at this time.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:19 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3428

Consent Agenda Item

4. G.

Regular BOS Meeting

Meeting Date: 10/20/2015

Reporting Period: September 25, 2015; October 02, 2015; and October 09, 2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 9-25-15; 10-02-15; and 10-09-15.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 21, 2015, through September 25, 2015; September 28, 2015, through October 02, 2015; and, October 05, 2015, through October 09, 2015.

Attachments

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 9-25-15, 10-02-15, and 10-09-15

Service Agreement No. 092215-1-Rodriguez Constructions

Amendment No. 1-Advanced Controls Corp.

Service Agreement No. 091515-Aztec Alarms

Service Agreement No. 080615-1-On Track Garage Door Service

Contract No. 062615-1 Pinnacle Prevention

Contract No. 062615-2 Pinnacle Prevention

Amendment No. 1-Superior Environmental Solutions

Amendment No. 1-Quality Pumping

Amendment No. 1-Messinger Mortuary

Amendment No. 4-Bob Lee and Sons

Amendment No. 5-Tree Pro

Amendment No. 2-Mohawk Automotive Lifts

Professional Services Agreement No. 081015-1-Grasso Law Firm

Amendment No. 2-Advanced Controls Corporation

Professional Services Agreement No. 081015-Grasso Law Firm

Authorization to utilize GSA Contract No. GS-07F-0007H-CEIA USA,
Ltd.

Contract No. 091715-Watson Chevrolet

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000*September 21, 2015 thru September 25, 2015*

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
092215-1 Rodriguez Constructions, Inc.	Service Agreement No. 092215-1 Major Rehabilitation Project HH#10435	\$31,960.00	9-23-15 to 11-27-15	9-23-15	Expires	Contractor to provide labor and materials to perform various functions on Project HH#10435, as detailed in Attachment "A" of the contract.
050314 Advanced Controls Corporation	Amendment No. 1 to Service Agreement No. 050314 Fire Alarm Panels System Monitoring	Increase original contract amount of \$4,603.36 by \$3,150.00 for a new total contract amount of \$7,753.36	1-1-14 to 12-31-15	9-23-15	Expires	Amendment No. 1 will serve to add \$3,150.00 to contract for monthly monitoring of fire alarm panels – Systems Monitoring 11 buildings total \$35.00 per month per operational building.
091515 Aztec Alarms, Inc.	Service Agreement No. 091515 Monitor Various Alarm Systems for Northern Gila County	\$864.00	7-1-15 to 6-30-15	9-23-15	Expires	Contractor to provide testing, inspecting and monitoring of burglar alarm systems in Northern Gila County.
080615-1 On Track Garage Door Service, Inc.	Service Agreement No. 080615-1 Replace Shop Bay Door at Gila County Star Valley Yard	\$8,200.00	9-23-15 to 10-22-15	9-23-15	Expires	Catastrophic failure of the lube bay door in the Star Valley diesel shop. Door is inoperable. Replacement of door and motorized mechanism for safety.

September 21, 2015 thru September 25, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
062615-1 Pinnacle Prevention	Contract No. 062615-1 Consultation for Community Health Assessment and Community Health Improvement Plan	Not to exceed \$30,000.00	9-23-15 to 12-31-15	9-23-15	Expires	Contractor to perform consultation for Community Health Assessment and Community Health Improvement Plan.
062615-2 Pinnacle Prevention	Contract No. 062615-2 Consultation for Public Health Emergency Preparedness/Emergency Management Conference	Not to exceed \$39,980.00	9-23-15 to 4-30-16	9-23-15	Expires	Contractor to perform consultation for Public Health Emergency Preparedness/Emergency Management Conference.

September 28, 2015 thru October 02, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
091514 Superior Environmental Solutions, Inc.	Amendment No. 1 to Service Agreement No. 091514 Herbicide Weed Control at Pinal Cemetery	\$4,800.00	9-17-15 to 9-16-16	9-29-15	Option to renew for one additional year	Amendment No. 1 has been issued to extend the term of the contract from September 17, 2015 to September 16, 2016. Contractor sprays herbicide weed eradicator at the Pinal Cemetery to substantially reduce the weed population. The time and money spent by our employees trying to keep weeds under control is too costly.

September 28, 2015 thru October 02, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
080514 Quality Pumping LLC	Amendment No. 1 to Service Agreement No. 080514 Portable Toilet Service	\$2,255.68	8-26-15 to 6-30-16	9-29-15	Option to renew for one additional year	Amendment No. 1 has been issued to extend the term of the contract from August 26, 2015 to June 30, 2016. Contractor shall provide and service two portable toilets for the Buckhead Mesa Landfill.
022514-1 Messinger Mortuary & Chapel	Amendment No. 1 to Service Agreement No. 022514-1 Forensic Center Facility for Gila County Medical Examiner	Increase original contract amount of \$20,000 by \$2,000 for a new total contract amount of \$22,000	10-14-14 to 10-13-15	9-29-15	Option to renew for three additional one year periods	Amendment No. 1 will serve to add \$2,000.00 to the contract to cover all costs incurred during the contract term of 10-14-14 to 10-13-15.
041613-1 Bob Lee & Sons Tree Service	Amendment No. 4 to Service Agreement No. 041613-1 Miscellaneous Tree Removal	Increase original contract amount of \$2,000 by \$3,500 for a new total contract amount of \$5,500	4-25-15 to 4-24-16	9-29-15	Expires	Due to beetle infestation, some pine trees and older deciduous trees in Payson will need to be removed before they fall over. Amendment No. 4 will serve to add \$3,500.00 to the contract to cover all costs incurred during the contract term of 4-25-15 to 4-24-16.

September 28, 2015 thru October 02, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
041613 Tree Pro	Amendment No. 5 to Service Agreement No. 041613 Miscellaneous Tree Removal	Increase original contract amount of \$2,000 by \$3,500 for a new total contract amount of \$5,500	4-25-15 to 4-24-16	9-29-15	Expires	Due to beetle infestation, some pine trees and older deciduous trees in Payson will need to be removed before they fall over. Amendment No. 4 will serve to add \$3,500.00 to the contract to cover all costs incurred during the contract term of 4-25-15 to 4-24-16.
072514 Mohawk Auto Lifts	Amendment No. 2 to Service Agreement No. 072514 Annual Lift Inspection and Safety Training	Increase original contract amount of \$1,092 by \$590.31 for a new total contract amount of \$1,682.31	8-6-15 to 8-5-16	9-29-15	Option to renew for one additional one year period	Amendment No. 2 will serve to increase the contract amount by \$590.31 to cover repairs that are needed on the lifts in Globe.

October 05, 2015 thru October 09, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
081015-1 Grasso Law Firm	Professional Services Agreement No. 081015-1 Legal Representation to the Gila County Sheriff's CORP Local Board	\$5,000.00	7-1-15 to 6-30-16	10-5-15	Expires	Grasso Law Firm will provide legal representation, when necessary, to the Sheriff's Office local Corrections Officer Retirement Board.

October 05, 2015 thru October 09, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
043014 Advanced Controls Corporation	Amendment No. 2 to Service Agreement No. 043014 Repairs to Fire Panels and Smoke Alarms in Gila County Buildings	Increase amended contract amount of \$11,476.40 by \$6,476.40 for a new total contract amount of \$17,952.80	1-1-14 to 12-31-15	10-6-15	Option to renew for two additional one year periods	Amendment No. 2 will serve to add \$6,476.40 to Contract 043014, to provide annual Fire Alarm Inspection for 2015, according to 2006 IFC Chapter 9 of the Gila County Fire Alarm Systems for 11 Buildings in Gila County. Annual Inspections of Fire Panels are due before the end of the contract.
081015 Grasso Law Firm	Professional Services Agreement No. 081015 Legal Representation to the Gila County Sheriff's PSPRS Local Board	\$8,000.00	7-1-15 to 6-30-16	10-5-15	Expires	Grasso Law Firm will provide legal representation, when necessary, to the Sheriff's Office Public Safety Personnel Retirement System Local Board.
GS-07F-0007H CEIA, USA, Ltd.	Authorization to utilize GSA Contract No. GS-07F-0007H with CEIA, USA, Ltd.	\$1,083.26	One time service call	10-09-15	Expires	Contractor will provide a one-time service call to perform annual tests and calibrations on the elliptic metal detector and wands at the Globe courthouse.
091715 Watson Chevrolet	Contract No. 091715 Purchase two used cars for Probation	\$39,507.78	Contract terminates upon purchase and delivery of vehicles	10-9-15	Expires	An Informal Bid Request was sent out to obtain competitive pricing for two used, full size 4 door sedans, Impala, Fusion, or Equal for the Probation Department. Capital Improvements monies will be used for this purchase.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 092215-1
MAJOR REHABILITATION PROJECT HH#10435
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 23rd day of September, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 092215-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 092215-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 092215-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and expires on November 27, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in two separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one half (1/2) of the total contract amount. The final invoice for the remaining half (1/2) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This **Service Agreement No. 092215-1** is for a total flat fee of **\$31,960.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS THEREOF, Two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.



Signature



Print Name

Gila County Housing Services

5515 S. Apache Ave.

P.O. Box 1254

Globe Az. 85502

(928)425 - 7631



SCOPE OF WORK**Case Number: 10435**

BID DATE: 9/21/15**CONTRACTOR INFORMATION:****Name:** Rodriguez Constructions, Inc**Address:** P.O. Box B
Miami AZ 85539**Voice:** 928-425-7244**email:** info@rodriguez-az.com

Jurisdiction Town of Miami**Census:** 1

BID TOTAL \$: 31,960.00

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bld

Cal # 10435

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LINE ITEMS - COMPLETE WRITE-UP**General Requirments**

1

\$

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

2

\$

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4

\$

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et.a.

Foundation

5

\$

Repair Masonry Wall

Install new drain hole in floor of slab out the side of the concrete wall north east corner to insure proper drainage. install abs piping in cut hole patch to maintain a good drainage for slab. Wall shall be structurally sound when complete.

6

\$

Install Vinyl Siding. Wrap all Wood Trim

Install Wolverine, Alcoa, T-LOK brand, or equal vinyl siding with a minimum thickness of .040 inches, on foam core backer board as per manufacturer's recommendations. All fascia, soffit, trim, and wrappable exterior components shall be wrapped with aluminum unless otherwise specified. Use J-Blocks at all new and removable fixtures i.e., light fixtures, dryer vent, etc.

All other existing fixtures or protrusions through the siding must be sealed and or caulked using a good silicone base caulking as recommended by the manufacturer.

(Installation of siding excludes replacement of existing shutters.)

Contractor Bid

Ca 10435

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LINE ITEMS - COMPLETE WRITE-UP**Roof Repairs**

7

\$ 8,000.00

Re roof

Secure existing roofing - remove all debris. Cut out all bubbles, wrinkles and leaking areas, install new flue pipes venting ect. in order to install 4" of high density foam and re roof with a new medal including new j mold ect. Installed roof covering must be light in color and meet our wap program guild lines.

Ceiling

8

\$ 450.00

Repair ceiling

Repair the ceilings in the mobile home.

Replace the ceiling materials with sheet rock in the kitchen above the window inside the trimmed out area also a patch in the master bedroom as well as the master bathroom. The whole living room from partition wall to partition wall install a 1x4 trim board to break up the deferent materials tape texture and prime new installed sheet rock.

Floor

9

\$ 350.00

Shore up the floor

go under the home near the south exterior door and repair the sub floor by adding additional support framing to reduce the soft flooring issue near the door. make all repairs to belly pan and insulation the was disturbed during this process.

10

\$ 450.00

Install base shoe moulding

Install base trim moulding on laminated flooring style base shoe trim to compliment floor (customer has choice of color and style).

Corners must be miter cut with a tight and clean fit.

Nail holes filled with wood putty or other approved filler.

Joints and face surface to be sanded and ready for paint or stain finish

Doors

11

\$ 1,980.00

Install 2 Exterior Door including Security

Provide and install 2 sets of doors including security doors white, pre primed steel insulated raised panel exterior 1-3/4" solid core door, (Pease, Thermatru, Stanley or approved equal). Set on 1-1/2 pair 3-1/2 x 3-1/2" butt hinges. Include keyed lock set, doorstop, dead bolts for all doors, and vinyl bubble weather-stripping.

Provide and install white, pre finished medal security door (Larson or approved equal). Swing to complement exterior door. Caulk where necessary.

Windows

12

\$ 2,800.00

Install New Vinyl Replacement Windows

Install new vinyl, double pane double hung window in place of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.

Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

Note: Trim out interior of window openings!!

Contractor Bid

Ca # 10435

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Mechanical

13

\$ 300.00

Seal Ductwork

Remove all defective material and Seal with approved material to meet WAp Standards mastic at least a nickel thick where needed ect. all registers must leak less then 1pa. on existing and .5pa. or less on new.

14

\$ 7,200.00

Install a new 90% furnace A/C unit.

Install new 90% afue furnace, 2.5 ton A/C system , per manufactures instructions. Include 14 Seer Condenser (single phase) and Cased coil, new thermostat, dedicated electrical breakers, installed to code.

1) size the new A/C system to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the design load and your proposed unit size!

2) electrical supply must be a dedicated circuit.

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Repair the existing ductwork for best possible efficiency,

- 1) all joints in return air and supply ducts must be sealed
- 2) install a filter chamber cover if none currently present

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Insulation

15

\$ 600.00

Repair/ Install Belly Insulation.

Put insulation back in place in all areas it is falling. in belly pan to make a completed R-13 thermal barrier.

Weatherzation

16

\$ 300.00

Caulk House Complete

Caulk all areas needed to prevent air infiltration of entire interior of house

Painting

17

\$ 1,600.00

Prime and Paint Entire Ceiling

Prepare surface with quality primer; apply one finish coat on ceiling latex if surface has existing paint; 2 finish coats if surface is new material to achieve uniform look. Sherwin Williams or approved equal.

18

\$ 2,000.00

Paint House Exterior

Scrape all peeling and loose paint free from surface and apply one coat of breathable primer to all bare wood. Allow to dry, and apply finish coat of Acrylic latex. Include all trim as second color in complete house painting. all exterior surfaces are to be painted steps porch siding skirting. the main body color is of homeowners choice but must meet program emissivity requirements.

Appliances

19

\$ 750.00

Contractor Bid

Contract # 10435

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Stove

Replace the old stove with a new, electric ignition model. Gas valve and flex line must be replaced also. Leak test and operate to confirm safe operation.

20

\$ 150.00

Install a drain line for water heater.

Install a metallic water drain line from the pressure relief valve to the out side of building. It must be 12" above grade.

21

\$ 450.00

Repair gas piping.

Remove the gas pipe valves on all appliances in home replace with new valves and flex lines. include water heater stove and furnace.

22

\$ 210.00

Install a kitchen exhaust fan.

Install an exhaust fan above the stove. It must vent to the outdoors.

Electric Repairs-

23

\$ 180.00

Repair 2 Outlets

Repair 2 outlets one in the bathroom and one in the master bedroom as specified. repair and wiring that may be defective and install new outlet. leave outlets in safe operable condition to code requirement.

24

\$ 90.00

Repair Switch

Repair as specified to proper working condition. Replace bathroom light switch remove all defective materials and make sure that it is in proper working condition which meets or exceeds code..

Job Total Cost: \$ 31,960.00



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 050314

The following amendments are hereby incorporated into the agreement for the below project

FIRE ALARM PANELS SYSTEM MONITORING

SOUTHERN GILA COUNTY

Effective July 2, 2014, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation agreed to provide the Fire Alarm Panels Systems Monitoring for Southern Gila County.

Service Agreement No. 050314 was issued for an amount of \$4,603.36 for the monitoring of the Fire Alarm Panels. **Amendment No 1 to Service Agreement 050314** is being issued to request an addition to the contract scope in the amount of Three Thousand One Hundred Fifty dollars and no/100's (\$3,150.00), to cover the \$35.00 per month, per building monitoring fee for the remainder of the contract, April 2015 through December 2015.

Consequently, the contract is amended to increase the contract amount by \$3,150.00 for a new total contract amount of Seven Thousand Seven Hundred Fifty-Three dollars and 36/100's (\$7,753.36).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 1, 2014 to December 31, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23RD day of SEPTEMBER, 2015.


GILA COUNTY




Don E. McDaniel Jr., County Manager

Date: 9/23/15

ADVANCED CONTROLS CORPORATION



Signature


Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091515
MONITOR VARIOUS ALARM SYSTEMS FOR NORTHERN GILA COUNTY
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Aztec Alarms, Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 091515** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 091515** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 091515**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods

or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from July 01, 2015 to June 30, 2016, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$864.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

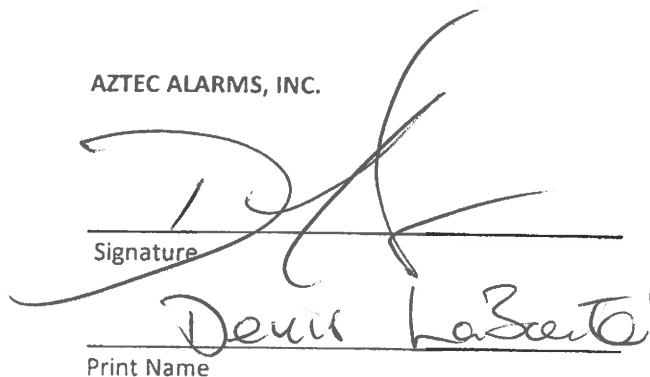
IN WITNESS WHEREOF, Service Agreement No. 091515 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 9/23/15

AZTEC ALARMS, INC.


Signature
Dennis LaSanto
Print Name



PO Box 302 ♦ Payson ♦ AZ 85547 ♦ 928-472-7767 ♦ Fax 928-474-4664
License #269881 ♦ License #263135

PROPOSAL
GLA COUNTY SERVICE
ATTN: BETTY BURST

I PROPOSE TO PROVIDE MONITORING OF SYSTEMS SPECIFIED BELOW
FROM JULY 1ST 2015 UNTIL JUNE 30TH 2016

- ❖ AN 77-5802 610 E. HWY 260 PAYSON AZ THERE WILL BE THE MONITORING OF THE BURGLAR ALARM SYSTEM \$24.00 PER MONTH,
- ❖ AN 77-5814 600 S. GREEN VALLEY PKWY PAYSON, N GILA COUNTY TASK FORCE PAYSON OFFICE ALARM MONITORING \$24.00 PER MONTH
- ❖ AN 77-5665 N GILA COUNTY LAND THE BUCKHEAD ADMSA BURGLAR ALARM MONITORING \$24.00 PER MONTH

THANK YOU FOR YOUR BUSINESS

DESI LAROSE
AZTEC ALARMS

A handwritten signature in black ink, appearing to read "Desi Larose", is written over the printed name and company.

Note: Proposal prices good for 30 days. Exceptions to be made by the owner.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
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GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 080615-1
REPLACE SHOP BAY DOOR AT GILA COUNTY STAR VALLEY YARD
STAR VALLEY YARD

THIS AGREEMENT, made and entered into this 23rd day of September, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and On Track Garage Door Service, Inc., of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 080615-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 080615-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 080615-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent

the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for four weeks after start date.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$8,200.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 080615-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

ON TRACK GARAGE DOOR SERVICE, INC.


Don E. McDaniel Jr., County Manager


Signature

Date: 9/23/15

Michelle Kopfmann
Print Name

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on August 24, 2015 to,
Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: On Track Garage Door Service, Inc

Contractor Address: 4821 E Indigo St Mesa, AZ 85205 / PO Box 22080 Mesa, AZ 85277

Contractor Phone #: 480-318-0041 Email Address: brad@ontrackcommercial.com

Contractor Signature: Brad Sanders

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ 1,650.00 (TAXES INCLUDED)

MATERIAL COST \$ 6,550.00 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

**REQUEST FOR QUOTE NO. 080615-1
GILA COUNTY**



REPLACE SHOP BAY DOOR AT GILA COUNTY STAR VALLEY YARD

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of Contractor to furnish and install overhead colling door at Gila County Star Valley Yard

Location:

Star Valley Maintenance Yard
5322 Hwy 260
Star Valley, AZ 85541

Scope of Work and Specifications:

- Provide and install an overhead colling door approximately 20 ft. x 14 ft., that is insulated, and with motorized operator mechanism.
- Install with Janus International Pro-J or Pro-H, or similar manufacturer.
- A two year warranty, including parts and labor, shall be a part of this contract.
- Operator must be equipped with an emergency disconnect device with interlocked power cut-out-switch to manually operate door in case of emergency. This feature should not be used to manually operate a malfunctioning door.
- Wall chain keeper requested along with hand crank.
- Man-lift and ladders are not available at site, contractor must provide their own equipment and tools to bid and complete the job.
- Electrical is available at or near door and will be modified prior to contract start once contractor shows the County Facilities Department where it is needed.
- Building was built in 1996.
- Installation may occur during working shop hours Monday – Friday, 7am-4pm.

A SITE VIST IS REQUIRED, CONTACT GLEN FARNHAM AT (928) 468-2806 OR KATHY BRUNSON AT (928) 468-2805 TO SCHEDULE AN APPOINTMENT.

ON TRACK

COMMERCIAL DOCK & DOOR DIVISION

08/21/15

Gila County

Jeannie Sgroi

Replacement Door
Star Valley Maintenance Yard
522 Hwy 260
Star Valley, AZ 85541

(1) ea. CHI Model 6242 Insulated Rolling Steel Doors Featuring:

- (1) Door to fit opening sizes of 14' 0" x 16' 0"
- Insulated 24/24 gauge
- Bottom bar astragal seal
- Foamed in place curtain slats
- Urethane insulated - R-value of 7.2
- Standard 20,000 spring cycle
- 3/16" structural steel guides -
- Motorized w/ 3/4hp gearhead motor operator
- Curtain and hood to be factory white to match existing doors

Price including freight, installation, and control wiring...\$8,200.000

Includes removal and disposal of existing door – power will be pulled from 110v 1ph source within 3' of door.

Exclusions: Powder Coat Finishes, Keyed Locks, Opening & Jamb Prep, Field Painting, Structural Modifications, Concrete Work, Main Power, Electrical Disconnects, and Bonds

Salesman: _____ Date: _____

Brad Sanders

Customer

Acceptance: _____ Date: _____





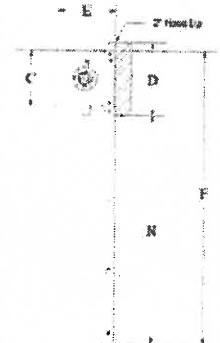
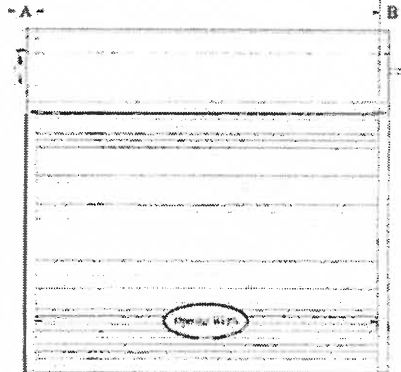
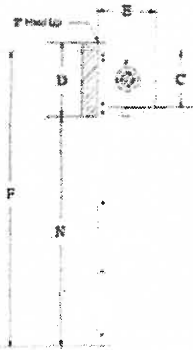
Service Door 6242 Elevation Data Sheet

Order Number: QRS86840

	(ft.-in.)	(mm)
A Tension Side	6"	152mm
B Drive Side	8-1/2"	216mm
C Headplate	21"	533mm
D Headroom	25"	635mm
E Backroom	20"	508mm
F Top of Bracket	17' 11"	5461mm
N Opening Height	16' 0"	4877mm

Customer: ON TRACK GARAGE DOORS, INC.
 Door Size: 14' 0" x 16' 0" / (4267mm x 4877mm)
 Quote Number: QRS86840
 Job Name: Star Valley
 P.O.#:
 Door Quantity: 1
 Windlocks: None
 Operation: Motor - By Other
 Pre-Load: 1-3/4

Drive Side: RH
 Mounting: Interior
 Jamb Type: Steel
 Door Gauge: 24 Gauge
 Cyclage: 20090
 Left Guide: HRS
 Right Guide: HRS
 Curtain Color: (Non-Coil / Coil) White / White



Miscellaneous Notes

Polyurethane (FIP) R-7.2
 Front of Hood Op. Bracket
 Astragal Edge

Vinyl Guide Seal
 Rubber Hood Baffle

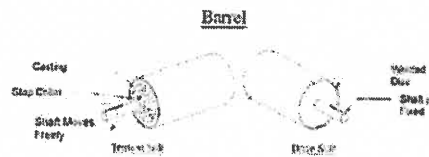
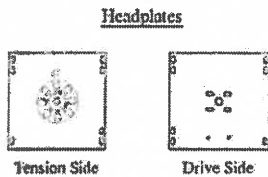
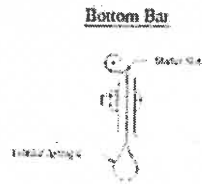
Check all dimensions and headroom requirements, for conflicts please contact customer service

Issue Date: 8/20/2015



Service Door 6242 Details Data Sheet

Order Number: **QRS86840**



	(ft.-in.)	(mm.)
G "X" Dimension	14' 7-1/4"	4451mm
H Guide Clearance	5"	127mm
J Guide Side Clearance	3-5/8"	92mm
K Rough Opening Width	14' 0"	4267mm
L Guide To Guide	14' 1/2"	4280mm

*Critical: 'G'-'X' Dimension) Must Be Held

Automated Sample Landscape pg. 2 Check all dimensions and headroom requirements, for conflicts please contact customer service

Issue Date: 8/20/2015



Specification Sheet Series Rolling Steel 6242

Order Number: **QRS86840**

Wind Load:	Standard door construction will withstand 20 p.s.f. in accordance with ASTM E330 using 1.0 factor of safety. Rolling steel doors exposed to wind pressure from any direction will result in the transfer of complex bending and twisting forces to the jambs and supporting structure. A design professional must review the integrity of the jamb, and its attachment to the building, to ensure resistance to both bending and twisting forces.
Curtain:	Interlocking curtain slats roll-formed from 24 gauge galvanized steel with a 24 gauge backer slat. Insulator of foamed in place urethane insulation. Lateral slat movement and curtain wear controlled by galvanized malleable cast endlocks fastened to every other slat. Windlocks are added as dictated by door size and windload requirements. Insulated slats (IS) cover 2-1/2" by 13/16".
Bottom Bar:	Fabricated from two galvanized steel angles for non-windlock doors (Standard). Windlock doors use 2" x 2" x 1/8" steel painted (Standard) Galvanized (Optional), bolted back to back with adjustable tubular bottom astragal. Aluminum bottom bar w/keyed cylinder (optional).
Guides:	Fabricated from three (minimum 3/16") structural steel angles bolted together to form guide channel. Guide angles include curtain stops and flared guides. Hot dipped or cold sprayed galvanized guides (Optional).
Headplates:	Headplates for mounting curtain, hood and barrel assemblies fabricated from minimum 1/4" steel plate. Drive side of barrel to be provided with precision sealed ball bearing in cast iron housing.
Barrel:	Fabricated from minimum 4-1/2" O.D. pipe. Deflection under full load not to exceed 0.03" per ft. of span. Barrel provided with threaded rings or lugs welded to the barrel assembly for curtain attachment.
Springs:	Helical wound torsion spring assemblies are grease packed and designed for a minimum 20,000 cycles of operation as standard. Other spring cycle options include ha reduction to 20 cycles per day or high cycle options of 50,000 and 100,000 cycles.
Hood:	Fabricated from minimum 24 gauge galvanized steel sheet shaped to fit within the headplates. Intermediate hood support(s) furnished as required.
Locking:	Manual push-up, chain hoist (standard) or motor operation.
Operation:	Manual push-up doors furnished with interior slide bolt locks with padlock provision standard. Chain hoist operated doors furnished with chain hoist keeper suitable for padlocking. Cylinder locks available with aluminum bottom bar only.
Finish:	Curtain slat and hood are hot-dipped galvanized, per ASTM A653 A, with baked on epoxy primer and polyester finish coat available in grey, white, tan, brown, galvanized or powder coating (optional). Guides and headplates shop painted black. Bottom bars to be shop painted black or galvanized.
Warranty:	Manufacture's standard 5-year from date of plant shipment against defects in materials or workmanship. (Spring wire one year.)
Installation:	C.H.I. Rolling Steel Doors shall be installed and adjusted according to C.H.I. assembly instructions by trained door service technicians.

GILA COUNTY

REQUEST FOR PROPOSALS NO. 062615-1

**CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND
COMMUNITY HEALTH IMPROVEMENT PLAN**

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel, Jr.



GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT AND COMMUNITY HEALTH IMPROVEMENT
PLAN

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a Consultation for Community Health Assessment and Community Health Improvement Plan.

SUBMITTAL DUE DATE: 4:00 PM, MST, Friday, July 31, 2015

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-8612 or by clicking on the link:
http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Jeannie Sgroi, Contracts Administrator, at jsgroi@gilacountyaz.gov, 928-402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

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REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

NOTICE OF SOLICITATION

**REQUEST FOR PROPOSAL FOR: Consultation for the development of a Community Health Assessment
and Community Health Improvement Plan**

INTENT:

The Gila County Division of Health and Emergency Services is in collaboration with our community partners to, over the next several months, assess the health challenges in the community, identify local priorities based on the Arizona State Health Improvement Plan and develop and implement plans to address these challenges and disparities. This Request for Proposal application reflects the components each Proposer must address to demonstrate their expertise and capacity to successfully support development of a Community Health Assessment and Community Health Improvement Plan. The form and content must be acceptable by the Public Health Accreditation Board for the accreditation of the Gila County Division of Health & Emergency Services. Proposals must be submitted following the format requirements, address each of the application components, and contain all required attachments to be considered for review. Proposers must also be able to demonstrate considerable knowledge and experience with these quality improvement services.

A statement of qualifications is to be provided by the contractor, or company who will serve as the primary contractor. The statement shall set forth brief details of this individual or entities' principal activities, the number of personnel that will work on the project and their relevant qualifications. Please identify prior relevant direct experience that exhibits the individuals or entities' ability to provide the services necessary to complete the Community Health Assessment and Community Health Improvement Plan for Gila County. Indicate prior experience working with a community health assessment project and with community human service agencies, local hospitals, including experience with public health policy, system, and environmental approaches, and experience with the Arizona Department of Public Health Services. Qualified contractors will have experience with both public health and healthcare systems, with an emphasis on prevention and population health.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

SCOPE OF WORK:

PROGRAM NARRATIVE (Maximum of twenty (20) 1.5-line or double-spaced pages)

The program narrative should be a minimum of ten (10) pages and a maximum of twenty (20) 1.5-line or double-spaced typewritten pages, numbered consecutively. Proposers must respond to each of the required narrative proposal components (A-C). The order of the responses must follow exactly the order provided below. The Proposer's primary response should be included in the body or text of the submitted proposal. The response to proposal components may not consist solely of references to attached materials. This is not to say that Proposers may not attach documentation or material to demonstrate capacity or prior projects, but the response must not consist exclusively of attached material. Proposers should indicate how they would work in collaboration with the Gila County Health & Emergency Services and other community partners to provide the following services based on the proposed Public Health Accreditation Board's Proposed Local Domains, Standards and Measures and Arizona's State Health Assessment (SHA) and State Health Improvement Plan (SHIP).

A. Community Health Assessment (CHA)

1. Conduct and disseminate assessments focused on population health status and public health issues facing the community (Domain 1). Describe the firm's approach to providing and using the results of health data analysis to develop evidence-based recommendations regarding public health policy, processes, programs or interventions, and services including policy, system, and environmental change approaches.
2. Engage with the community to identify and address health problems (Domain 4). Describe the firm's approach to engage the public health system and the community in identifying and addressing rural health problems through an ongoing, collaborative process.

B. Community Health Improvement Plan (CHIP)

1. Engage with the community to identify and address health problems (Domain 4). Describe the firm's approach to promote understanding of and support for policies and strategies that will improve the public's health with an emphasis on prevention and wellness.
2. Develop public health policies and plans (Domain 5). Describe the firm's approach to conduct a comprehensive planning process resulting in a community health improvement plan.
3. Access health care service capacity and access to health care services (Domain 7). Describe the firm's approach to identify populations who experience barriers to health care services.

C. Activities

1. Facilitate information, feedback, and solutions sessions with community members and leaders organized by region. Record feedback and prepare outcomes sub-report.
2. Plan and facilitate linked information, feedback, and solutions sessions with key partners and organizations to review the current epidemiological data and indicators for the County, as well as for Globe/Miami and Payson, compared to state and national data and provide recommendations for strategies and approaches to respond to issues. Record feedback and prepare outcomes sub-report.
3. Conduct six bi-weekly planning meetings over six months.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

Scope of Work Continued...

4. Meet with appropriate health department personnel and engage in an interactive process to prepare two documents that match the PHAB requirements for a high quality Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP). Produce a Gila County Health Profile and infographic and a Gila County Community Health Improvement Plan (CHIP) and infographic.

1.0 MINIMUM QUALIFICATIONS:

Qualifying experience includes:

- Individual or agency that employs a Master of Public Health.
- Documented experience indicating completion of previous population health assessment's and health improvement plans.
- Documented experience in focus group delivery and results.
- Documented experience in survey design and analysis.
- Experience with rural public health agencies is preferred, but not required.

EXAMINATION INFORMATION:

This examination utilizes an evaluation of Education and Experience (E&E) weighted 100%, and is based solely upon information provided within the application. Information provided with the application will be assessed in relation to the elements of the scope of work and linked to the knowledge, skills, and abilities required for the work.

Special care should be taken to submitting a complete description of organizational education and experience relevant to the typical tasks, scope, and minimum qualifications stated on this announcement. Supplemental information will be accepted but competitors should read the announcement carefully to determine what kind of information will be useful to those individuals completing the evaluation.

The County reserves the right to revise the examination plan to better meet the needs of the service if the circumstances under which this examination was planned change. Such revision will be in accordance with civil service law and rules and all competitors will be notified.

SCOPE: Rankings will be determined based on the depth and breadth of professional education and experience beyond what is minimally required.

It is the intent of Gila County to award a contract to a qualified Contractor for the Consultation for Community Health Assessment and Community Health Improvement Plan.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

Scope of Work Continued...

See page 23 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Jeannie Sgroi, Contracts Administrator, (928) 402-8612, jsgroi@gilacountyaz.gov.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT “A”, INSTRUCTIONS TO BIDDERS AND EXHIBIT “B”, BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT “C”, MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS “A” & “B”.

EXHIBIT “A” INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

Instructions to Bidders continued...

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 P.M., Monday, July 27, 2015 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and all Forms shall be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

REQUEST FOR SEALED PROPOSALS
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Instructions to Bidders continued...

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT AND COMMUNITY HEALTH IMPROVEMENT PLAN", Bid No., "062615-1", Date "July 31, 2015", and time "4:00 PM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

REQUEST FOR SEALED PROPOSALS
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GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
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General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

REQUEST FOR SEALED PROPOSALS
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EXHIBIT “B” CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor’s signature(s) appearing on all forms contained on pages 21 through 30.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

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Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

REQUEST FOR SEALED PROPOSALS
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Contract Award Agreement continued...

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

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Contract Award Agreement continued...

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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Contract Award Agreement continued...

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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Contract Award Agreement continued...

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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MINIMUM SPECIFICATIONS

EXHIBIT “C” MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide Consultation for Community Health Assessment and Community Health Improvement Plan for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its Proposal submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
 - 1.3.2 Qualification and Certification Form (page 21-22)
 - 1.3.3 Price Sheet (page 23)
 - 1.3.4 References List (page 24)
 - 1.3.5 No Collusion Certification (page 25)
 - 1.3.6 Intentions Concerning Subcontracting (page 26)
 - 1.3.7 Legal Arizona Workers Act Compliance (page 27)
 - 1.3.8 Checklist & Addenda Acknowledgment (page 28)
 - 1.3.9 Offer Page (pages 29-30)

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Minimum Specifications continued....

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain for six months from the date of award.
- 2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the County Manager's approval by an amendment to the contract prior to any such extension.

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal.

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Minimum Specifications continued...

3.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
- - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

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QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 062615-1 Consultation for Community Health Assessment and Community Health Improvement Plan

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Pinnacle Prevention (Adrienne Udarbe, Executive Director)

3100 West Ray Road, Suite 201 Chandler, AZ 85226

(480) 207 - 5955

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- A brief history of the Contractor.
 - A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - List the specific qualifications the Contractor has in supplying the specified services.
 - Gila County reserves the right to request additional information.

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Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** Not Applicable
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** EIN 46-4574172/ City License #157046
(If Applicable)

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

REQUEST FOR SEALED PROPOSALS
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PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 062615-1 Consultation for Community Health Assessment and Community Health Improvement Plan.

Contractor Name: Pinnacle Prevention **Phone No.:** (480) 207-5955

COSTS	
<i>Development of a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP)</i>	\$ <u>20,000.00</u>
TOTAL COST	\$ <u>20,000.00</u>

****All applicable taxes shall be included in proposed amount.**

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Udarbe
Printed Name

Executive Director
Title

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REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Arizona Department of Health Services
Contact: Joan Agostinelli
Phone: 602-542-1886
Address: 150 N. 18th Ave. Phoenix, AZ 85007
Job Description: Research and Evaluation Manager

2. **Company:** New Mexico Department of Public Health
Contact: Kerry Thomson
Phone: 505-476-8832
Address: 2040 S. Pacheco St. Santa Fe, NM 87505
Job Description: Clinic Operations Manager

3. **Company:** Maricopa County Department of Public Health
Contact: Lee Connelly
Phone: 602-372-1506
Address: 4041 N. Central Ave. Phoenix, AZ 85012
Job Description: Administrator, Community Transformation Division

Pinnacle Prevention
Name of Business
Adrianne Z. Uchale
Signature of Authorized Representative
Executive Director
Title

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

**AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Adrienne Udarbe

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is
Executive Director

(Title)

Of Pinnacle Prevention _____ and
(Name of Business)

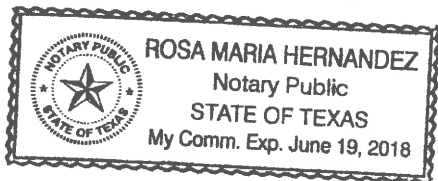
That he/she is submitting a proposal on **CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN, RFP NO. 062615-1** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____
Pinnacle Prevention

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any
action in restraint of free competitive bidding in connection with the above mentioned service.



Pinnacle Prevention

Name of Business

Adrienne Udarbe

By

Executive Director

Title

Subscribed and sworn to before me this 29 day of July, 2015.

Rosa Maria Hernandez
Notary Public

My Commission expires: June 19, 2018

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 062615-1 Consultation for Community Health Assessment and Community Health Improvement Plan**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☒ **YES**, it is my intention to subcontract a portion of the work.

☐ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Adrienne Udarbe

Printed Name

Executive Director

Title

Pinnacle Prevention List of Subcontractors

Public Health Solutions

15815 S. Lakewood Pkwy W, Unit 1064

Phoenix, AZ 85048

(765) 413 – 3570

fleatrembath@gmail.com

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

Adrienne Udarbe

Printed Name

Executive Director

Title

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>azn</u>	<u>azn</u>	_____	_____	_____
Date	<u>7/29/15</u>	<u>7/29/15</u>	_____	_____	_____

Signed and dated this 29 day of July, 2015

Pinnacle Prevention

Contractor:

Adrienne Udarbe

By:

Adrienne Z. Udarbe

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 062615-1 Consultation for Community Health Assessment and Community Health Improvement Plan. All proposals shall be filed with the Gila County Finance Department Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before July 31, 2015, by 4:00 PM.



**CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN
REQUEST FOR PROPOSALS NO. 062615-1**

ADDENDUM #1:

DATE: 7/22/2015

CORRECTIONS:

1. Page 28, Bidder Checklist & Addenda Acknowledgment, incorrectly states that "Each proposal shall be sealed in an envelope addressed to the Public Works Division". Please address all RFP's to the Finance Department, not the Public Works Division.

This concludes Addendum No. 1 to Request for Proposals No. 062615-1.

Bid time and Date remain the same.

Adrienne Z. Udarbe



**CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN
REQUEST FOR PROPOSALS NO. 062615-1**

ADDENDUM #2:

DATE: 7/23/2015

CLARIFICATIONS:

The following will provide clarifications to questions raised by vendors regarding RFP No. 062615-1.

1. There is not currently an existing planning coalition for the CHA/CHIP process.
2. The six month timeline, as identified in RFP No. 062615-1, is inclusive of the entire development of both the CHA and the CHIP.
3. The County is not providing a suggested budget range for this project.
4. The deadline to submit questions is 3:00 P.M., on Monday, July 27, 2015.

This concludes Addendum No. 2 to Request for Proposals No. 062615-1.

Bid time and Date remain the same.

Adrienne Z. Udarbe

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 062615-1 Consultation for Community Health Assessment and Community Health Improvement Plan

Contractor Submitting Proposal:

Pinnacle Prevention

Company Name

3100 West Ray Road, Suite 201

Address

Chandler AZ 85226

City State Zip

For clarification of this offer, contact:

Name: Adrienne Udarbe

Phone No.: 480-207-5955

Fax 480-550-8806

Email: adrienneudarbe@pinnacleprevention.org



Signature of Authorized Person to Sign

Adrienne Udarbe

Printed Name

Executive Director

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Pinnacle Prevention is now bound to provide the materials or services listed in RFP No.: 062615-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 062615-1. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager



Date

Pinnacle Prevention Proposal for Community Health Assessment and Community Health Improvement Plan submitted on 07-31-15, and Pinnacle Prevention Best and Final Offer Response submitted on 08-31-15, are by mention made a binding part of this agreement as set forth herein. The revised pricing submitted by Pinnacle Prevention on their Best and Final Offer shall prevail.

Pinnacle Prevention



Gila County Consultation for Community Health Assessment and Community Health Improvement Plan

Request for Proposals 062516-1



PINNACLE
PREVENTION

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Overview

Pinnacle Prevention is an Arizona-based nonprofit 501 (c)(3) public health consulting firm. The mission of Pinnacle Prevention is to inspire and advance opportunities for lifestyle-enriched living that promote healthy eating, active living, and the prevention of disease. Pinnacle Prevention's commitment to quality is guided by our mission-driven design that reflects the following core values in all aspects of our approach: strategic, focused, meaningful, insightful, inspiring, engaging, and trustworthy. Our principal activities are driven by Policy, System, and Environmental (PSE) approaches and include: PSE planning and strategy implementation, public health assessments, facilitation and community engagement, strategic planning, and community health studies and research. Pinnacle Prevention offers extensive experience in assessment and community engagement to meet the deliverables outlined in the Gila County Request for Proposal (RFP) No. 062615-1 for the provision of consultation and development of the Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP).

Pinnacle Prevention offers over a decade of public health experience at the federal, state, and local levels with expertise in all aspects of public health assessment including community health assessments, health impact assessments, and needs assessment to inform and maximize outcomes. Pinnacle Prevention has conducted assessments across multiple sectors and public health programs with community planning and design professionals, as well as with state and county public health leaders. As an Arizona-based nonprofit, we understand the unique environment of Arizona and the importance of tailoring approaches with consideration for rural Arizonans and cultural needs. Pinnacle Prevention is proficient in federal, national, and state

accreditation requirements guiding the completion of a quality CHA's and CHIP's. Our approach to completing a CHA and developing a CHIP aligns with the Public Health Accreditation Board (PHAB) and the National Association of County and City Health Officials (NACCHO) and is to empower local communities and stakeholders in a vested collaboration that will inform and inspire positive health outcomes.

Organizational Knowledge and Experience

As outlined in the overview, Pinnacle Prevention has over a decade of experience in public health and health care systems. Pinnacle Prevention has worked with over 20 state, county, city, and community-based agencies and organizations in Arizona, including county public health departments, tribal partners, and health care systems. Our team is highly skilled at engaging community members and is able to quickly build rapport and acceptance because of our extensive knowledge base and experience working in public health in Arizona. We understand the day to day operation challenges of rural public health programs. All of these attributes facilitate cooperation of and valuable input from community residents and partners. Pinnacle Prevention has developed numerous interview and survey tools (paper and online) and conducted key informant interviews (in-person and by phone) for a number of public health programs. Our team has experience working with rural counties across Arizona and experience working with Gila County. We have a proven track record of effective and efficient project planning and management. We offer strong, experienced leadership to ensure quality management in all aspects of the CHA/CHIP process. Pinnacle Prevention completes all deliverables on time with a final product that aims to exceed expectations. All CHA/CHIP final reports are reviewed, copy-edited, and formatted for professional quality and clarity.

This project will include three (3) key project personnel with the following qualifications:

Adrienne Udarbe, MS, RD, Pinnacle Prevention Director, will serve as the project lead for the implementation and development of the Gila County CHA/CHIP providing overall technical and

operational project oversight ensuring that project deliverables are of high quality and completed on time and on budget. In her current role, Mrs. Udarbe oversees operations, *partnership support and technical assistance, assessment and planning, and research.* Ms. Udarbe brings to this project more than 10 years of public health experience. She has a proven track record of successfully translating evidence-based behavior change theories and practices into influential initiatives. She combines her unique understanding of the complexities that influence public health with expertise in policy, system, and environmental (PSE) strategies to *maximize health outcomes.* *Mrs. Udarbe formerly served as the Community Programs Manager within the Bureau of Nutrition and Physical Activity at the Arizona Department of Health Services (ADHS).* Mrs. Udarbe has been a speaker at multiple state and national conferences. She has also served as a contributing subject matter expert on the publication: *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide) from the Centers for Disease Control and Prevention (CDC).* She is a recognized and trusted colleague to engage key stakeholders through multiple levels of influence and has strong community relationships across the state of Arizona. Mrs. Udarbe has been recognized for her leadership with multiple state and national awards including the award for Excellence in Practice from the Association of State and Territorial Public Health Nutritionists; the *Emerging Dietetics Leader Award from the Academy of Nutrition and Dietetics*; and the White House, Let's Move! Early Care and Education Recognition Award. Lastly, Mrs. Udarbe currently serves on the Arizona Department of Health Services (ADHS) State Health Improvement Plan (SHIP) workgroup and was part of the first county CHA/CHIP process in her former role serving as the Community Programs Manager with ADHS. In her former role,

Ms. Udarbe provided technical assistance to County Program Managers in aligning CHIP strategies with PSE strategies to leverage public health impact.

Kathleen Carlson, MScA, RD, Pinnacle Prevention Project Manager and Evaluator, will serve as the evaluator for this project. Mrs. Carlson currently serves as a Project Manager and Evaluator with Pinnacle Prevention. In this role, Mrs. Carlson oversees administration of healthy eating and active living programming and assessment. She works with partners, funders, and stakeholders to advance prevention initiatives for communities across Arizona. She supports efforts to implement evidence-based strategies and best practices; gathers data and insights to inform ongoing quality improvement; facilitates the exchange of information, best practices and successes among community partners; provides technical assistance for policy, system, and environmental (PSE) strategies for prevention efforts; and, provides general program evaluation and reporting. Previous to her role with Pinnacle Prevention, Mrs. Carlson served as an Evaluator on the Research and Evaluation team within the Arizona Department of Health Services Bureau of Nutrition and Physical Activity. This included expertise in statistical evaluation and epidemiology services specific to nutrition and physical activity among low income populations. Mrs. Carlson has expertise in statistical software, such as SPSS and STATA along with 10 years of experience in evaluating data related to the American Community Survey and the Behavior Risk Factor Surveillance System (BRFSS). She holds both a Master of Science (MS) and Bachelor of Science (BS) in Nutrition. Her expertise in the development of monitoring plans and evaluation framework combined with her advanced education provides a unique approach to assessing and analyzing community health needs.

Felicia Trembath, MPH, PhD Candidate, Founder and Chief Executive Officer (CEO) of Public Health Solutions, will serve as a subcontractor and evaluation partner to Pinnacle Prevention on this project. Mrs. Trembath is currently finishing her PhD in epidemiology through Purdue University and has a Master's degree in Public Health (MPH) from Purdue University and a Bachelors of Science in Community Health Education from Brigham Young University. Mrs. Trembath serves as a Health Systems Integration Program (HISP) fellow with the Centers for Disease Control and Prevention (CDC) stationed at Maricopa County Department of Public Health. In this role she focuses on a variety of informatics projects. Her expertise includes the intersection of public health and information technology, and she has worked on several projects that focus on integrating and synthesizing health information across different technology platforms. Mrs. Trembath's expertise also includes experience in both epidemiology and emergency preparedness. She has worked with health departments in four states, including as a Field Epidemiologist for the Wyoming Department of Health. Her knowledge of the field of public health enables her to communicate with subject matter experts and apply meaningful application to community needs assessments.

Examples of Prior Assessment and Community Engagement Projects

Pinnacle Prevention is well versed in providing the services necessary to conduct the Gila County CHA and develop the CHIP. Examples of Pinnacle Prevention's most current community/partner engagement, facilitation, assessment and evaluation experience with Human Service Agencies and local hospitals includes the following:

Maricopa County Department of Public Health (MCDPH), CHA/CHIP, 2015 (F. Trembath)

In her role as a Health Systems Integration Program (HISP) fellow with the Centers for Disease Control and Prevention (CDC), Mrs. Trembath is currently providing data management, data analytics, and survey design services supporting the MCDPH CHA/CHIP.

Arizona Children's Healthy Lifestyle Partnership (AzCHLP) Coalition, Needs Assessment and Community Engagement, 2015

Pinnacle Prevention is currently serving as the backbone organization in the implementation of a collective impact plan addressing childhood obesity in Arizona with the AzCHLP coalition. This project has included coordinating and administering recurring stakeholder engagement sessions, establishing a common agenda, establishing shared measurements, and aligning mutually reinforcing activities. At this phase, Pinnacle Prevention has developed online survey tools and completed key informant interviews with 20 community leaders.

New Mexico Department of Health WIC Community Assessment, 2015

Pinnacle Prevention is currently working with the New Mexico Department of Health Women, Infants, and Children (WIC) program in the development and administration of the statewide community needs assessment. Assessment includes the development and administration of an online survey tool for delivery to at least 6,000 WIC participants, analysis of survey outcomes, and development of recommendations report to inform program planning and service.

New Mexico Department of Health Staff Assessment, 2014

Pinnacle Prevention conducted a staff training needs assessment for the New Mexico Department of Health WIC program to assess current practices, needs, and challenges to inform the development of a multi-year training year and resource guide. The staff needs assessment included development and administration of an online survey tool, administered to 112 staff members. This project also included the administration of five focus groups across New Mexico, including rural counties, and on-site key informant interviews with program Directors and Managers. Pinnacle Prevention facilitated staff engagement activities and strategic planning discussions to inform the development of the multi-year plan.

Maricopa County Department of Public Health (MCDPH), Partner Assessment, 2014 and 2015

Pinnacle Prevention conducted the initial needs assessment for adolescent program partners for MCDPH in 2014. This included analyzing historical assessments and data, developing and administering the partner survey, analyzing assessment outcomes, and developing recommendations for partner engagement. Due to the success of the first year outcomes, MCDPH has contracted with Pinnacle Prevention again to administer the 2015 assessment.

Maricopa County Department of Public Health, Focus Group Facilitation, 2014

Pinnacle Prevention designed, facilitated, and evaluated youth focus groups for the MCDPH Oral Health Program to assess knowledge, attitudes, behaviors, and beliefs related to smokeless tobacco, e-cigarettes, and vaping. Focus group research outcomes were utilized to inform coalition stakeholders on needs and approach for strategic planning and youth prevention campaigns and messaging.

Arizona Department of Health Services Local Agency Needs Assessment, 2014

Pinnacle Prevention designed, facilitated, and evaluated the Arizona WIC Local Agency Needs Assessment to assess baseline knowledge and skill competencies and needs to inform the development of the Arizona WIC Nutrition Care Standards. The Local Agency Needs Assessment included four focus groups and 12 in-person and phone key informant interviews.

***Urban Land Institute Arizona, Community Planners and Public Officials Assessment
and Building Healthy Places Facilitation, 2014***

Pinnacle Prevention designed, facilitated, and evaluated three Building Healthy Places pilot workshops for public officials in Mohave County, Yavapai County, and Pima County. Workshop facilitation included recruitment, site coordination, discussion and evaluation design, program planning, and facilitation of a four-hour community engagement discussion with public officials to inform the implementation of Building Healthy Places practices in local municipalities.

Tucson Medical Center (TMC), Grant Development and Planning, 2015

Pinnacle Prevention currently consults with TMC, Tucson's nonprofit community hospital, in all aspects of grant development including program design, planning, collaborations, grant writing, grant submission, and alignment of strategies with the Pima County Community Health Needs Assessment (CHNA).

Proposed Approach and Timeline

In alignment with the Public Health Accreditation Board (PHAB) Community Health Assessment (CHA) standards and measures and the Arizona Department of Health Services (ADHS) State Health Assessment (SHA) and State Health Improvement Plan (SHIP), Pinnacle Prevention proposes the following approach to collaborating with the Gila County Health and Emergency Services and Gila County partners to complete the CHA/CHIP:

A. Community Health Assessment

Pinnacle Prevention will collaborate with Gila County Health and Emergency Services to complete the CHA in alignment with the PHAB domains through the following process:

- 1) Establishment of the assessment steering committee (Domain 1):** The steering committee will be facilitated by Pinnacle Prevention and ideally consist of representation from key sectors including Gila County Health and Emergency Services leadership and community stakeholders, such as grassroots advocacy groups, faith-based organizations, business, and Gila County residents. The steering committee will guide decision making, identification of goals and objectives, define the strategy for community engagement, prioritize focus areas, and advance the implementation plan to ensure timely completion of the CHA.
- 2) Data collection, analysis, and presentation (Domain 1):** Pinnacle Prevention will conduct baseline data analytics to assess progress in addressing indicators identified in the Gila County CHA conducted in 2012. Recommendations will be made to leverage the 2012 framework and integrate new findings. Data analysis will include

primary and secondary data with an integration of both qualitative and quantitative sources as available. Primary data will include collections of surveillance activities, focus groups, and key informant interviews. This will be matched against secondary county profile data sources to develop evidence-based recommendations, including PSE approaches that will have the greatest impact on improving public health outcomes.

- 3) Stakeholder and community engagement and communications strategy (Domain 4):** Pinnacle Prevention approaches stakeholder and community engagement through a participatory approach to understand the health needs and concerns of the community. Pinnacle Prevention will work with the steering committee to identify key community stakeholders and local sites that will maximize community participation, such as at ongoing community meetings and at trusted sites most frequently visited in Gila County's rural cities and towns. Pinnacle Prevention will coordinate community engagement sessions, and develop and disseminate meeting notices. All community engagement sessions will be facilitated in a manner that reflects a sense of community ownership that is most meaningful to unique rural health needs. The community and stakeholder engagement sessions will serve as the primary mechanism to build well-structured goals, objectives, and strategies that are inclusive of policy, system, and environmental approaches.

B. Community Health Improvement Plan

- 1) Issue prioritization (Domain 4):** Outcomes from the CHA will be utilized to inform the development of priority health issue focus areas that are built on evidence-based recommendations and integrate policy, system, and environmental (PSE) approaches. Pinnacle Prevention recognizes that policy, system, and environmental approaches are not always immediately understood or relatable to stakeholders outside of the public health sector. An important aspect of the participatory approach to the engagement sessions is integrating visual tools that allows community members and stakeholders to consider factors outside of the traditional knowledge base. Focus group discussion guides and key informant interview guides will integrate prompts that will explore PSE considerations impacting health. Workgroups may be developed with respect to priority issues that are identified to best develop indicators and activities. Issue prioritization will transition into a comprehensive planning process and development of the CHIP.
- 2) Development of the plan (Domain 5):** Pinnacle Prevention will work with the steering committee to assess progress and barriers in addressing the health priorities identified in the 2013 Gila County Community Health Improvement Plan (CHIP). This will include a SWOT analysis and mapping session. Outcomes will inform the structure for the overall comprehensive planning process. Building off of the issue prioritization initiated in the community engagement sessions, Pinnacle Prevention will work with the steering committee and potential workgroups to finalize a plan that is reflective of the community vision and values for health as

identified through the CHA and inclusive of a realistic timeline for achieving the goals and objectives. The final CHIP will be inclusive of all of the PHAB Domain 5 requirements including community health priorities, measurable objectives, improvement strategies and performance measures with measurable and time-framed targets; policy changes needed to accomplish health objectives; individuals and organizations that have accepted responsibility for implementing strategies; measurable health outcomes or indicators to monitor progress; and alignment between the CHIP and the state and national priorities and recommendations for ongoing monitoring of progress. Initial drafts will be shared with the steering committee and disseminated for peer review. Upon final review, Pinnacle Prevention will work with Gila County Health and Emergency Services to disseminate the CHIP to all Gila County Health and Emergency teams and community stakeholders.

- 3) Assessing healthcare capacity and access (Domain 7):** Pinnacle Prevention will identify populations who experience barriers to healthcare services by collaborating with Human Service organizations across Gila County and Gila Regional Medical Center. Pinnacle Prevention will conduct key informant interviews with Gila Regional Medical Center staff to identify perceptions and experience impacting access to care in Gila's rural communities. Pinnacle Prevention will also administer an electronic community survey that is inclusive of healthcare access questions to increase the reach and input from community members who may otherwise be limited by distance or transportation.

C. Activities

Pinnacle Prevention will meet the deliverables required for a quality CHA/CHIP through the following activities and in accordance with the proposed timeline assuming a six-month project period:

Activity	Proposed Timeline
Deliverable 1. Facilitate information, feedback, and solutions sessions with community members and leaders organized by region. Record feedback and prepare outcomes sub-report.	
1.1 Establish steering committee	Within 2 weeks of contract award
1.2 Identify key community stakeholders with steering committee	Within 2 weeks of contract award
1.3 Coordinate community and stakeholder engagement including establishing dates and locations and public communication	By August 31, 2015
1.4 Conduct key informant interviews (onsite or by phone)	By September 30, 2015
1.5 Administer web survey to community members	By September 30, 2015
1.6 Conduct community focus groups (participatory engagement sessions)	By September 30, 2015
1.7 Prepare, develop, and submit report	By October 31, 2015

Activity	Proposed Timeline
<p>Deliverable 2. Plan and facilitate linked information, feedback, and solutions sessions with key partners and organizations to review the current epidemiological data and indicators for the County, as well as for Globe/Miami and Payson, compared to state and national data and provide recommendations for strategies and approaches to respond to issues. Record feedback and prepare outcomes sub-report.</p>	
2.1 Review progress on current CHA/CHIP goals and indicators	By November 16, 2015
2.2 Establish CHIP workgroups with steering committee	By November 16, 2015
2.3 Finalize priorities, strategies, activities, and monitoring plan	By December 30, 2015
2.4 Prepare, develop, and submit report	By December 30, 2015
<p>Deliverable 3. Conduct six bi-weekly planning meetings over six months.</p>	
3.1 Identify and schedule bi-weekly planning meeting dates and location with steering committee	Within 2 weeks of contract award
<p>Deliverable 4. Meet with appropriate health department personnel and engage in interactive process to prepare two documents to match the PHAB requirements for a high quality CHA and CHIP. Produce a Gila County Health Profile and infographic and a Gila County CHIP infographic.</p>	

Activity	Proposed Timeline
4.1 Prepare, develop, and submit CHA report	By October 31, 2015
4.2 Present CHA findings (in-person and by webinar)	By October 31, 2015
4.3 Prepare, develop, and submit CHIP	By January 15, 2016
4.4 Develop and submit Gila County Health Profile infographic and CHIP infographic	By January 29, 2016

Attachments - Resumes

Adrienne Z. Udarbe, MS, RDN
1465 E. Tierra St. Gilbert, AZ 85297
adrienneudarbe@pinnacleprevention.org
(480) 415-4563

Profile

Proven nutrition leader with over ten years of experience in professional practice in multiple public sector settings including government public health and nonprofit agencies. Expertise in administration of complex state and federal grants and programs. Proven leadership in facilitating teamwork and innovative policy, system, and environmental strategies across prevention initiatives. Skilled in budget management of approximately \$20 million of grant funding across multiple funding streams as well as staff training and development. Excels in community collaboration to advance nutrition and physical activity services in community settings with a focus on pediatric and early childhood strategies. Outstanding ability to communicate to both professional and lay stakeholders and target audience.

Professional Experience

Pinnacle Prevention – Chandler, AZ (December 2013 - Present)

Executive Director

- Nonprofit leadership dedicated to moving the organization towards established vision and mission while overseeing the day to day operations
- Develops, implements, and coordinates strategic plans and evaluation plans
- Develops budget and personnel planning and projections
- Oversight of community outreach, development, grant applications, and contracts
- Coordinates development of contract proposals and grant submissions
- Provides consultation, training, and technical assistance to community and public health partners
- Maintains and communicates knowledge of federal and state political environments impacting healthy eating and active living with emphasis on early childhood health initiatives
- Serves as subject matter expert for community partners in nutrition, physical activity, breastfeeding, and obesity prevention

Chandler Gilbert Community College – Gilbert, AZ (August 2014 - Present)

Adjunct Nutrition Teaching Faculty

- Instructor of Fundamentals of Human Nutrition Course
- Advise allied health students on evidence-based nutrition care
- Develop and implement online instruction modules

Arizona Department of Health Services – Phoenix, AZ (January 2008 – December 2013)

Community Programs Manager

- Serves as program manager over Arizona Nutrition Network (SNAP-Ed); Women, Infants, and Children (WIC) high risk and special needs and obesity prevention; Farmers Market Nutrition Program (FMNP); Breastfeeding Programs; Empower – Early Care and Education Child Care Programs; Health Impact Assessments (HIA); Healthy Community Design; School Health Initiatives; and Folic Acid Program with a combined budget of over \$20 million in state and federal grants
- Interprets federal regulations for grant oversight and management
- Develops, implements, and coordinates program strategic planning and evaluation efforts
- Develops and implements program policies and procedures consistent with department strategies
- Oversight of public health policy initiatives and implementation of innovative approaches in community nutrition services, including policy, system, and environmental change strategies
- Coordinates population-based preventative care with healthcare providers and AHCCCS coordinators
- Provides training and technical assistance in response to bureau initiatives and strategic planning
- Provides subject matter expertise on community advisory panels and boards
- Provides nutrition and physical activity trainings in alignment with the social ecological model to various community nutrition groups

Arizona WIC Public Health Nutrition Consultant (August 2006 - January 2008)

- Serves as a program nutrition consultant to Arizona WIC Local Agencies with a budget of over \$11 million to ensure contract compliance with both state and federal regulations
- Writes parts of State Plan and policy and procedure manual
- Plans and develops the RFP for Statewide Training to implement and comply with federal requirements for Value Enhanced Nutrition Assessment
- Advises and provides technical assistance to local agencies in budgeting, program implementation, evidence-based nutrition and breastfeeding practices, and interprets federal rules and regulations
- Participates and coordinates with internal and external partners in public health nutrition programs
- Develops nutrition assessment and training materials for local agency staff

Sun Valley Home Care and Hospice – Mesa, AZ (November 2006 – December 2013)

Clinical Dietitian

- Dietetic Consultant for home health/hospice patients
- Dietary assessment and coordination of nutrition care plans
- Nutrition support, monitoring, and advising
- Patient nutrition education development
- Federal compliance and monitoring of nutrition services

American Red Cross – San Diego, CA (January 2004 – August 2006)

WIC Site Supervisor/Registered Dietitian

- Dietitian and Site Supervisor for WIC agency with a participant caseload of 30,000
- Motivational counseling and community education in all aspects of nutrition
- Write and facilitate breastfeeding support classes/individual breastfeeding education
- Facilitate and teach maternal/pediatric nutrition education classes
- Individual nutrition education counseling for high risk low income populations
- Mentoring; training; community outreach

Canyon Ranch SpaClub – Las Vegas, NV (May 1999 – January 2004)

Spa Wellness and Guest Services Supervisor

- Honors ~ “Above and Beyond Staff Member”
- Managed guest and staff relations including team building and training development of team of 60
- Customer conflict resolution and problem solving
- Budgeting and financial management

National Professional Presentations

- USDA Food and Nutrition Services Nutrition Symposium, 2013
- National Association for Family Child Care Annual Conference, 2013
- Weight of the Nation, Washington DC 2012
- Association of Maternal and Child Health Programs, Washington DC 2012
- National Initiative for Children’s Healthcare Quality (NICHQ) Collaborate for Healthy Weight, 2012
- Center for Disease Control, Communities Putting Prevention to Work, Atlanta, GA 2011

(Numerous local and state-based presentations available upon request)

Media Experience

- Television: Recurring Featured Health Expert on Channel3TV – AZ Family – Good Morning Arizona, Your Life A to Z; Channel 12 AZ Central News – AZ Midday; ABC15 Arizona – Sonoran Living
- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio
- Video: CDC Childhood Obesity PSA Video; ADHS School Health Advisory Council PSA; ADHS Farmers’ Market Promotion Video

Awards and Recognitions

- Excellence in Practice, Association of State and Territorial Public Health Nutritionists, 2013
- Emerging Dietetics Leader, Academy of Nutrition and Dietetics, 2012
- The White House, *Let’s Move!* Recognition Award, May 2012

Education

Master of Science, Nutrition and Dietetics

- Central Michigan University, Mt. Pleasant, MI

Bachelor of Science, Nutrition Science

- University of Nevada Las Vegas, Las Vegas, NV

Credentials

RDN, Registered Dietitian Nutritionist

Publications

Contributing Subject Matter Expert to the Centers for Disease Control and Prevention (CDC) - *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)*

Professional Memberships

- American Public Health Association
- Arizona Public Health Association
- Academy of Nutrition and Dietetics (AND) Member
 - Public Health Nutrition Dietetics Practice Group (DPG)
 - Hunger and Environmental Nutrition (HEN) Dietetics Practice Group (DPG)
- Arizona Academy of Nutrition and Dietetics (AZ-AND) Member, Public Policy Coordinator
- Local First Arizona
- Urban Land Institute

KATHLEEN CARLSON, MS, RD

6618 S Foothills Dr ♦ Gold Canyon, AZ 85118 ♦ (480) 495-3208 ♦ kathleen.d.carlson@gmail.com

SUMMARY

Strong work ethic with excellent leadership, oral and written communication, and problem solving skills. Thorough knowledge of both public health services and data evaluation with a passion for understanding the nutrition and health implications of data trends and health indicators.

PROFESSIONAL EXPERIENCE

PINNACLE PREVENTION – Chandler, AZ

Healthy people, healthy communities

Project Manager and Evaluator, December 2014 to Present

Oversee administration of nutrition and physical activity contracts and programming. Work with partners, funders, and stakeholders to advance healthy eating and active living initiatives for communities across Arizona.

Key Responsibilities:

- Develop research and project proposals to advance healthy eating and active living strategies consistent with evidence-based strategies and best practices.
- Gather data and insights on funded projects to inform ongoing quality improvement.
- Facilitate the exchange of information, best practices and successes among stakeholders and community partners.
- Provide technical assistance for policy, system, and environmental (PSE) strategies for childhood obesity prevention efforts.
- Provide nutrition consultation to children and their families specific to needs and motivation.
- Develop and manage grants and contracts fulfilling deliverables and reporting requirements.

ARIZONA DEPARTMENT OF HEALTH SERVICES, BUREAU OF NUTRITION AND PHYSICAL ACTIVITY (BNPA) — Phoenix, AZ

Working towards improving leadership for a healthy Arizona.

Evaluator Nutritionist, February 2012 to December 2014

Provided statistical, evaluation and epidemiology services for BNPA. Worked with the Research and Development team towards evaluating and developing nutrition and breastfeeding interventions for the WIC and SNAP eligible populations of Arizona and evaluating the Public Health in Action 1305 CDC Grant.

Key Responsibilities:

- Utilized 5 years of experience with statistical software packages, such as SPSS and STATA along with 10 years of experience training and working in the field of nutrition and health to analyze and evaluate data available from various sources such as the AIM/HANDS Oracle Database for the WIC Program, The American Community Survey and the Behavior Risk Factor Surveillance System.
- Developed and implemented an Evaluation Framework for the Arizona Nutrition Network (SNAP-Ed) that aligns with the Western Region's SNAP-Ed Evaluation Framework and is utilized by all Arizona partners that provide SNAP-Ed services.
- Worked on the development of an Arizona evaluation plan and monitored performance measures for an integrated CDC grant focusing on state public health actions to prevent and control diabetes, heart disease, obesity and associated risk factors and promote school health.
- Used WIC data to perform a thorough quality control check of a large data set to be sent to the USDA for nationwide comparisons.
- Completed a thorough analysis and summary of breastfeeding data in the WIC population to be used for planning new programming and decisions regarding distribution of future funding.
- Worked on the development of a Bureau wide evaluation plan in line with the ADHS strategic plan.
- Worked on a monitoring plan for statewide health indicators through the transition to state level monitoring as the PedNSS-PNSS surveillance systems was discontinued at the national level.

DIETITIAN – PATRICIA CHUEY — Victoria, BC Canada

Providing nutrition and healthy eating support to individuals and the community in British Columbia.

Volunteer Nutrition Writer, September 2009 to Present

Provide volunteer services through writing nutrition and health articles for publishing in various health magazines and online in British Columbia as well as adjusting meal plans for healthy eating with various dietary restrictions and providing nutritional analysis.

CRABTREE CORNER: FOOD FUN AND FACTS — Vancouver, BC Canada

Providing support to women and families living in extreme poverty

Volunteer Program, May 2008 to July 2010

Worked with a team of nutrition graduates to develop and coordinate a nutrition workshop for low-income mothers. Provided a nutrition class once a week, a healthy meal shared with the group and a bag with the meal's ingredients to send home with participants to share with their families.

PROVIDENCE HEALTHCARE RESEARCH INSTITUTE**DEPARTMENT OF NEPHROLOGY — Vancouver, BC Canada**

Provides clinical research design and implementation to the Nephrology department in Providence Healthcare.

Research Coordinator, May 2008 to July 2010

Promoted from Research Assistant position to oversee the administration of a Canada wide, 25-site observational study that recruited over 2500 subjects for 5 years of follow-up.

Key Responsibilities:

- Was the initial contact for all site coordinators with questions and concerns about study start up and follow-up.
- Managed the 25 hospital sites for the study during start-up and for the first year of study, including budgeting, training and adapting study protocol for each site.
- Provided data collection support to each site to ensure that all data was collected as per the study protocol and that study samples were handled and sent to storage and for testing as per study protocol.
- Acted as a liaison between study staff and the steering committee helping to ensure that protocol design was practical and met the goals of the principal investigator.

Research Assistant, Sept 2003 to May 2008

Completed research assistant duties to the Nephrology research team. Worked on numerous studies and projects at one time providing assistance to the research coordinators and office organization duties.

EDUCATION & CERTIFICATIONS

MCGILL UNIVERSITY — Montreal, QC Canada**Graduate Diploma in Dietetics (Dietetics Internship), 2011**

Coursework included internship placements with in management, clinical and community settings. During management placements, managed numerous hospital audits and developed a practice standard and evaluation plan at McGill University Health Center for allergen management. Monitored and evaluated the food service system in place at a remote mining camp providing a thorough report that outlined the current state of food service and a step by step improvement strategy. The Community placement was with the ADHS-BNPA. Managed two research projects, both qualitative and quantitative, including research design, data collection, analysis, interpretation and reporting.

MCGILL UNIVERSITY — Montreal, QC Canada**Masters of Science Applied (MScA) in Dietetics and Human Nutrition, 2011**

Coursework included research, clinical, community and management nutrition. Management nutrition coursework included project management, communications, organizational behavior, social psychology and public health. Research coursework included research methods which was a thorough study of qualitative and quantitative research design, sampling design, and data collection design for various methods including questionnaire design. Research coursework also included graduate level statistics and a master's project that consisted on questionnaire design and completed using Survey Monkey, followed by analysis, interpretation and presentation.

UNIVERSITY OF BRITISH COLUMBIA — Vancouver, BC Canada**Bachelors of Science (BSc) in Food Science and Nutritional Science, 2008**

Coursework included nutritional science and food science courses and undergraduate level economics and statistics.

CURRICULUM VITAE

Felicia E. Trembath

15815 S. Lakewood Pkwy W # 1064
Phoenix, AZ 85048

(765) 413-3570
ftrembat@purdue.edu

Education

PhD Candidate in Epidemiology, Purdue, West Lafayette, IN. January 2010 – present. Expected graduation December 2015. Research area: Health Policy, Breed Specific Legislation, Disease Surveillance Systems. Adviser: Alan Beck

Master of Public Health, Purdue, West Lafayette, IN. December 2009. Thesis: “A Rhetorical Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery.” Adviser: George Avery

Master of Public Health, University of Texas Health Science Center- Dallas Branch, Dallas, TX. Concentration: Epidemiology and infectious diseases. Research interests: effect of diseases in animal population on human health, meningitis and school aged children. Degree not completed.

Bachelor of Science, Community Health Education, Brigham Young University, Provo, UT. April 2000. Research interests: needs assessments, program planning, historical significance of plague, genetic mutations conferring resistance to HIV infection.

Honors and Awards

Executive Board Member, (2014-2015), International Society for Disease Surveillance, Boston, MA.

Outstanding Student Abstract, (2014), International Society for Disease Surveillance Conference, Philadelphia, PA.

Health Systems Integration Program Fellow (2014-2015), Centers for Disease Control, Phoenix, AZ.

Invited Lecturer, (March 2012) “Overview of Public Health” 4th year Veterinary Student Public Health Rotation, Purdue University, West Lafayette, IN.

Bilsland Strategic Initiatives Fellow (2010-2011), Purdue University, West Lafayette, IN.

Invited Lecturer, (April 2011) “How Guidelines Shape Policy” WALLA Health Economics Short Course, West Lafayette, IN.

Invited Lecturer, (September 2010) “Descriptive Epidemiology” HK 445: Principles of Epidemiology, Purdue University, West Lafayette, IN.

Invited Lecturer, (Fall 2008) “Genetic Diseases and Other Inborn Errors” HK 365: Principles of Community Health Promotion, Purdue University, West Lafayette, IN.

Invited Lecturer, (April 2008) “Infectious Disease Epidemiology” HK 445: Principles of Epidemiology, Purdue University, West Lafayette, IN.

Research

Publications

Trembath, FE. The effect of animals on the cardiovascular health of humans. HABRI Central.org. 2015. HABRI Foundation. In press.

Trembath, FE. Animal-assisted intervention for people with cancer. HABRI Central.org. 2015. HABRI Foundation. May, 2015. <https://habricentral.org/resources/48075>.

Trembath, FE. Animal exposure, asthma, and allergies. HABRI Central.org. 2015. HABRI Foundation. February 23, 2015. <http://habricentral.org/resources/45851>.

Trembath, FE. Implementation of electronic patient care records in the delivery of emergency medical services: A white paper for emergency medical service providers. 2014. Maricopa County Department of Public Health.

Trembath, FE. An analysis of the challenges and possible solutions for dog bite injury surveillance. *Online Journal of Public Health Informatics*. 2015;7(1):e94

Trembath, FE. Practitioner attitudes and beliefs regarding the role animals play in human health. HABRI Central.org. 2014. HABRI Foundation. February 24, 2015. <http://habricentral.org/resources/44219>.

Trembath, FE, Beck, A. RE: Preventable factors associated with dog bite fatalities [editorial]. *JAVMA*. 2014;245(1):39-41

Publications in Progress

Trembath, FE. A meta-analysis of the effectiveness of breed specific legislation. (expected submission early Fall 2015)

Trembath, FE. The current status of breed specific legislation in the United States. (expected submission early Fall 2015)

Trembath FE, Avery, G. An analysis of the impact of obstetrical recommendations on the availability of vaginal birth after cesarean delivery. (expected submission Fall 2015)

Select Presentations

Trembath, F. (June 2015). *Experience Using an Online Survey to Assist in a Foodborne Outbreak Investigation*, presented at CSTE annual conference. Boston, MA.

Trembath, F. (December 2014). *An Analysis of the Challenges and Possible Solutions for Dog bite Injury Surveillance*, presented at ISDS annual conference, Philadelphia, PA.

Trembath, F. (April 2014). *Breed Specific Legislation in the United States: is it Effective or is the Ban Worse than the Bite?* Presented in CPB departmental seminar, West Lafayette, IN.

Trembath, F. (March 2014). *The Importance of Context when Analyzing Data*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (February 2014). *Evaluating Breed Specific Legislation*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (November 2013). *Analysis of Clustered Data*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (March 2012). *Understanding Risk Assessment*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (September 2012). *An Overview and Discussion of the Phenomenon of Vaccine Refusal*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (February 2012). *Infectious Disease Epidemiology: Select concepts and a Case Study*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (November 2011). *An Explanation and Application of Dummy Coding*, presented in epidemiology group seminar, West Lafayette, IN.

Cahill K, Avery GH, **Trembath F**, Beck J, Trent E. (April 2011). *Working Together: An Examination of Integrated Health Care Delivery Systems in the United States and Recommendations for Future Reform Efforts*, panel presentation at MPSA Conference, Chicago, IL.

Trembath, F. (April 2011). *Survey Implementation and Design: Survey Results and Lessons Learned*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (April 2011). *Unintended Outcomes in Pregnancies Complicated by Diabetes: Analysis of a Local Database*, poster presented at Chronic Disease Research Poster Session, West Lafayette, IN.

Trembath, F. (November 2010). *The Move Towards "Voluntary" Accreditation in Public Health*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (April 2010). *An Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (June 2009). *A Rhetorical Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery*, poster presented at Academy Health conference, Chicago, IL.

Trembath, F. (September 2008). *Analyzing the Rhetoric of Physician Oriented Literature on Vaginal Birth after Previous Cesarean Delivery*, poster presented at the RCHE conference, West Lafayette, IN.

Trembath, F. (May 2005). *Sheridan Coordinated School Health Program's Activities and Successes*, poster presented to parents, teachers, and students at Sagebrush elementary school, Sheridan County School District #1, Sheridan, WY.

Wyoming Department of Health Epidemiology Section. (August 2003). *Syndromic Surveillance for Bioterrorism Events*, group poster presented at CDC conference, Miami, FL.

Wyoming Department of Health Epidemiology Section. (August 2003). *Review of Statewide Bioterrorism Preparedness Exercises*, group poster presented at CDC conference, Miami, FL.

Utah Department of Health Environmental Epidemiology Section. (March, 2000). *Preliminary Results of the Relationship between Childhood Asthma and Environmental Hazards*, group poster presented at CDC conference, Atlanta, GA.

Select Research Projects

The Role of the Centering Model for Pregnancy in the Current Healthcare Climate. Evaluated the current climate surrounding healthcare and the role that the centering model for pregnancy might play in meeting the six aims for improving healthcare created by The Institute of Medicine as well how it may factor into the mandate for Accountable Care Organizations established by the Patient Protection and Affordable Care Act. 2013.

Concept Analysis: Locus of Control in Decision Making amongst Pregnancies Complicated by Diabetes. Reviewed theories of external and internal locus of control in decision making. Applied knowledge of these theories to pregnancies complicated by diabetes to evaluate the decisions that are made in terms of diagnostic screening, cesarean sections, and surgical infections. 2013.

Comparison of Screening Methods for Gestational Diabetes. Evaluated the current screening methods for gestational diabetes, paying particular attention to the different diagnostic thresholds. Developed a study to evaluate the cost-effectiveness of one versus two step screening methods. 2013.

An Evaluation of Vaccine Refusal. Evaluated the concept of vaccine refusal by reviewing the historical background, the current literature, and identifying public health concerns. Identified key areas for future research and strategies to combat vaccine refusal. 2012.

The Impact of Childcare Needs and Family Responsibilities on Graduate Students at Purdue University. Analyzed the impact of childcare and family responsibilities on graduate students at Purdue. Researched and summarized available resources for students. 2011.

Addressing Childhood Obesity in the City of Lafayette. As part of a team, researched the issue of childhood obesity in Lafayette, Indiana and prepared a policy brief for the parks and recreation department on how they could assist in addressing the issue. 2011.

A Review of the Current Knowledge and Attitudes Toward Public Health Accreditation. Conducted a systematic review of the literature on public health accreditation. Identified key themes among articles that had been published and identified gaps in the current knowledge. 2010.

Risk Perceptions and How Individual's Make Decisions in Areas of High Uncertainty. Analyzed knowledge on risk perception and applied that to how individuals make medical decisions in the face of high uncertainty as to the outcomes. 2010

The Moderating Effect of Severity on Estimation of Disease Frequencies. Developed a theory for how the perceived severity of a disease may moderate a person's application of the recognition heuristic. Designed a study to test the hypothesis that the use of the recognition heuristic in estimations of disease frequencies is moderated by perceived severity of the recognized disease. 2010.

Cesarean Sections in the United States. Researched topics regarding cesarean sections in the United States, including reasons for the increase in the cesarean section rate, issues surrounding vaginal birth after a cesarean delivery, and professional guidelines that address cesarean sections. 2009-2010.

Pregnancies Complicated by Diabetes. Synthesized and analyzed local data on pregnancies complicated by diabetes. Reviewed background information and wrote a report summarizing findings. 2009.

Applying Social Marketing Strategies to Breast Tissue Bank Donations. Amalgamated current knowledge on two social marketing theories, and developed strategies for those theories to be applied to potential breast tissue bank donors in order to increase donations of health breast tissue. 2009.

Myocardial infarction and EMS Response in Indiana. Reviewed background and assisted with literature review of myocardial infarction and first responder response time and actions in Indiana. 2007.

History of Meningitis Vaccinations. Conducted literature review of the history of meningitis vaccinations in order to effectively evaluate the newly licensed vaccine, Menactra™. 2005

Prevalence of Salmonella in Asymptomatic Shelter Cats. Designed study to conduct random sample of shelter cats in Sheridan County in order to establish the carrier status of asymptomatic felines. 2005.

Case Studies of Wyoming's Four Human Plague Cases. Compiled records from Wyoming Department of Health and the CDC to evaluate all aspects of the four human cases of plague recorded in Wyoming. 2004.

Aquatic Injury Reduction Project, Texas Department of Health. Researched communities who had reduced aquatic injuries and deaths to identify effective strategies for lowering the aquatic injury rate in Texas. 2001.

Professional Development

Certifications

AHA First Aid and CPR Instructor, 2007 – present

Professional Affiliations

AcademyHealth

Arizona Public Health Association

Council of State and Territorial Epidemiologists

Healthcare Information and Management Systems Society

Indiana Public Health Association

International Society for Disease Surveillance

National Association of City County Health Officials

Purdue Public Health Student Association

Service

International Society for Disease Surveillance, Board of Directors 2015- present

AzPHA, Annual Awards Selection Committee Member 2014

Primary Teacher, 8-9 year old class, Church of Jesus Christ of Latter-day Saints, 2014-present

Social Chair, Public Health Student Association, 2011-2012

INPHA Conference Volunteer, April 2011

HKGSO Philanthropy Committee Member, 2010-2012

Volunteer, Family Promise Organization, 2009- present

Assisted with message branding, Susan G. Komen Foundation, 2009

Data Collection Volunteer, Susan G. Komen Foundation, 2009

Volunteer, Lafayette Urban Ministry, 2008-present

MPH Internship, IU Arnett Health Endocrinology division, 2008-2009

President of Master of Public Health Student Panel 2008-2009

Spearheaded development of Masters of Public Health Student Panel

Data Collection Volunteer, PALS program, 2008-2009

Teacher, Church of Jesus Christ of Latter-day Saints, 2004-2005, 2009-present

Nursery Child Care worker, Church of Jesus Christ of Latter-day Saints, 2007-2009

Women's Organization President, Church of Jesus Christ of Latter-day Saints, 2005-2006

Redesigned public health information graphs, Texas Department of Health, 2001

Community Health Internship, Utah Department of Health, 2000

Continuing Education

Designing and Managing Public Health Information Systems, Public Health Informatics Institute, Atlanta, GA, Fall 2014

Summer Course in Biostatistics and Epidemiology, The Ohio State University, July 2008

Tickborne diseases in WY, Wyoming Department of Health, Cheyenne, WY, June 2004.

Grant Writing, AmeriCorps, Casper, WY, September 2006.

Computer Programs, Platforms and Languages

Proficient

Microsoft Office Suite, Corel Word Perfect, SPSS, Qualtrics, Blackboard, Endnote

Competent

EpiInfo, SAS, ArcGIS

Novice

SQL, Python, HL7

Professional Experience

Academic Teaching Positions

Summer 2010	Intro to Vet School (Summer Residential), Purdue University GERI. Instructor.
Summer 2010	Astronomy (Super Summer), Purdue University GERI. Instructor.
Spring 2010	Stress & Human Health (HK 233), Purdue University. Instructor.
Summer 2009	Intro to Epidemiology (Summer Residential), Purdue University GERI. Instructor.
Summer 2009	Spies Like Us (Super Summer), Purdue University GERI. Instructor.
Spring 2009	Super Science (Super Saturday), Purdue University GERI. Instructor.
Spring 2009	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 2008	First Aid & CPR (HK 280), Purdue University. Instructor.
Spring 2008	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 2007	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 1999	Human Development (FAMSC 210), BYU. TA.
Winter 1999	Human Development (FAMSC 210), BYU. TA.
Fall 1998	Human Development (FAMSC 210), BYU. TA.

Research Positions

- 2011-2014 **Team member** on the HABRICentral project, which developed a platform to synthesize resources on human animal bond research. School of Veterinary Medicine, Purdue University, West Lafayette, IN.
- 2010 **Lead researcher** evaluating childcare needs among graduate students. Office of Graduate Studies, Purdue University, West Lafayette, IN.
- 2008-2009 **Team member** researching best practices in worksite wellness. Technical Assistance Program, Purdue University, West Lafayette, IN.
- 2007 **Team member** researching rural cardiovascular outcomes. Health and Kinesiology Department, Purdue University, West Lafayette, IN.
- 2000 **Team member** researching the spatial relationship between childhood asthma and environmental hazards. Environmental Epidemiology Section, Utah Department of Health, Salt Lake City, UT.

Professional Positions

- 2014- present **HSIP Fellow**, Centers for Disease Control, Phoenix, AZ. Work on various informatics projects dealing with the integration of health systems and data. Assist with a ROI project for the dental sealant program run by the Office of Oral health. Lead data collection and analysis for a multi-state outbreak of Salmonella saintpaul and an outbreak of Campylobacter jejuni involving 100 persons.
- 2011- 2014 **Research Assistant**, Purdue University, West Lafayette, IN. Assist with the creation of the Human Animal Bond Research Institute (HABRI) at Purdue University. Help with the development and population of the interactive website. Compile and index individually authored chapters of relevant texts. Compose white paper briefs on various topics dealing with the human-animal bond relationship. Supervised undergraduate students working on various aspects of the project.
- 2007-present **Instructor**, American Heart Association, Dallas, TX. Teach various courses, including Heartsaver® first aid and CPR for the general public and Basic Life Support for healthcare professionals. Stay abreast of latest developments and updates to first aid and CPR protocol.
- 2010-2013 **Assistant Soccer Coach**, West Lafayette High School, West Lafayette, IN. Responsible for day to day operations of JV soccer team, including planning practices, developing game strategy, and coaching during games. Supervised JV coaching staff. Assisted with day to day operations of the Varsity team, including practices and game management.
- 2010 **Instructor**, Purdue University, West Lafayette, IN. Developed and delivered classroom curriculum for various courses. Created all grading criteria including exams, quizzes, and homework assignments.
- 2008-2009 **Worksite Facilitator and Trainer**, Technical Assistance Program, Purdue University, West Lafayette, IN. Assisted with the development, facilitation, and delivery of worksite

wellness trainings for local manufacturing businesses. Synthesized databases of existing worksite information. Researched various topics and helped add to existing community resources database. Supervised trainers who assisted with projects and training development.

- 2008-2009 **Intern**, IU Arnett Health, Lafayette, IN. In charge of synthesizing and analyzing data on pregnancies complicated by diabetes that had been collected by endocrinology staff. Synthesized databases, reviewed data for errors, consulted patient records to locate as much missing information as possible. Analyzed data using logistic regression in SPSS™. Wrote and delivered a report summarizing my experiences and findings.
- 2007-2009 **Instructor**, Purdue University, West Lafayette, IN. Taught 7 sections, totaling 142 students. Developed and delivered classroom curriculum. Created all grading criteria including exams, quizzes, and homework assignments. Certified eligible students in AHA Heartsaver First Aid & CPR. Responsible for supervising other instructors teaching the same course.
- 2005-2006 **Americorps Vista**, Sheridan Community Education Foundation, Sheridan, WY. Oversaw fluoride rinse program, expanded program from 20% to 85% coverage of eligible children. Supported and developed Healthy School Teams at 4 locations. Lead teams in creating School Health Improvement Plans and implementing ideas. Responsible for data storage, management and analysis in order to evaluate program outcomes.
- 2002-2004 **Field Epidemiologist**, Wyoming Department of Health, Sheridan, WY. Followed up on reports of Rocky Mountain Spotted Fever, Colorado tick fever, tularemia, Hepatitis A, strep group A, viral meningitis, and West Nile virus for the entire state of Wyoming. Conducted outbreak investigations as necessary, including a salmonella outbreak at a dormitory school and a Norwalk outbreak in Yellowstone national park. Researched the history of tickborne diseases in Wyoming to identify historical trends. Involved with the creation of the statewide syndromic surveillance system to detect outbreaks and/or bioterrorism events.
- 2001 **Aquatics Director**, YWCA of Dallas, Dallas, TX. Supervised all pool operations and aquatic staff. Developed new programs to offer the community, including water exercise classes and CPR classes. Managed data systems for aquatics related events.
- 1997- 2000 **District Supervisor**, City of Austin Aquatics, Austin, TX. Supervised summertime operation of nine aquatic facilities and close to 100 staff members. Responsible for all aspects of pool operations, including staff scheduling and pool safety. Conducted ongoing employee training on a weekly basis. Certified to teach lifeguarding, CPR for the professional rescuer, and First Aid. Taught swimming lessons, and coached competitive swimming team.
- 2000 **Epidemiology Intern**, Utah Department of Health, Salt Lake City, UT. Researched and prepared reports on a wide array of topics, including soil contamination and rabies. Provided infectious disease information to the public. Abstracted, compiled, maintained,

and analyzed data on the relationship between childhood asthma cases and the location of environmental hazards using GIS.

1998-1999 **Teaching Assistant**, Brigham Young University, Provo, UT. Assisted with 5 sections of class totaling over 1,000 students. Conducted review sessions, helped with classroom instruction, and taught class when necessary. Created and evaluated examinations. Graded written assignments. Supervised and trained other teaching assistants.

References

Dr. Alan Beck, Director, Center of the Human-Animal Bond; Professor, Comparative Pathobiology, Purdue University, West Lafayette, IN 47907.

Tel: (765) 494-0854, email: abeck@purdue.edu

Dr. George Avery, Health Services Researcher, American Health Data Institute, Indianapolis, IN 46250.

Tel: (765) 490-5178, email: drgavery@hotmail.com

Judy Stallman, State Supervisor, Wyoming Public Health Nursing, Division of Community & Public Health, Wyoming Department of Health, Sheridan, WY 82801

Tel: (307) 763-0931, email: judy.stallman@wyoming.gov

Pinnacle Prevention



Gila County Consultation for Community Health Assessment and Community Health Improvement Plan – Best and Final Response

Request for Proposals 062516-1



PINNACLE
PREVENTION

Community Health Assessment (CHA) - Community Engagement Plan

Pinnacle Prevention will utilize a three-pronged approach to community engagement based on the Mobilizing for Action through Planning and Partnership (MAPP) model. In order to maximize community engagement and ensure as representative of a sample as possible, Pinnacle Prevention proposes the following methodology:

1) In-person facilitated discussions for Public/Gila County residents

The public facilitated discussions for Gila County residents will be led by Pinnacle Prevention with an emphasis on the importance and value of community input. Pinnacle Prevention proposes a total of four (4) public input sessions, including a bilingual session and session for special populations such as American Indian communities and four (4) focus groups, including a bilingual focus group and youth group as follows:

Public Input Sessions (4)	Number/Location/Frequency	Timeline
Adult (English) – 2 Sessions	(1) Globe/Miami	By October 31, 2015
	(1) Payson	By October 31, 2015
Adult (Spanish) – 1 Session	(1) Globe/Miami	By October 31, 2015
Adult (American Indian and Special Populations) – 1 Session	(1) Globe	By October 31, 2015
Public Focus Groups (4)		
Adult (English) – 2 Sessions	(1) Globe/Miami (8-10 participants)	By October 31, 2015
	(1) Payson (8-10 participants)	By October 31, 2015
Adult (Spanish) – 1 Session	(1) Globe/Miami (8-10 participants)	By October 31, 2015
Youth (English Only) – 1 Session	(1) Globe/Miami: 1 Weekday Afterschool Session (8-10 participants)	By October 31, 2015

It will be clearly demonstrated through these sessions and afterwards, that community members input is vital for a successful CHA/CHIP. Pinnacle Prevention will work with the Gila County team to develop a discussion guide to ensure meaningful identification

of barriers and motivations impacting community health. Sessions will be held in geographically diverse and accessible locations and at times that support maximum participation. All public input sessions will include snacks. All focus group sessions will include snacks and childcare and participants will receive a \$25 Visa gift card incentive for participation. Jose Rosales Chavez, Pinnacle Prevention's bilingual PhD candidate support staff, will facilitate bilingual sessions, allowing better engagement with the Hispanic community in Gila County. Recruitment for community sessions will be conducted through online social media, local Gila County newspaper publications, and with flyers distributed at social service offices, grocery stores and health centers.

2) In-person facilitated discussions for Gila County business partners and stakeholders

The business and stakeholder facilitated discussions will be led by Pinnacle Prevention with an emphasis on cross-sector shared ownership of community health. Pinnacle Prevention proposes a total of four (4) business/stakeholder sessions as follows:

Business/Stakeholder Sessions	Number/Location/Frequency	Timeline
Payson Stakeholders – 2 Sessions	(1) Morning Session	By October 31, 2015
	(1) Afternoon Session	By October 31, 2015
Globe/Miami Stakeholders – 2 Sessions	(1) Morning Session	By October 31, 2015
	(1) Afternoon Session	By October 31, 2015

In person facilitated discussion sessions for business partners and community stakeholders will be approximately 1.5 – 2 hours, include a small meal (breakfast or lunch), and be structured as follows:

- Welcome and introduction
- Overview of CHA/CHIP
- Overview of PSE Approaches
- Description of the current status of the CHA/CHIP
- Facilitated discussion around possible goals, objectives and strategies for consideration

3) Online engagement

Online engagement will be completed using the online survey/engagement tool, MySidewalk – formerly known as Mindmixer. Online engagement will be distributed using email addresses gathered through the steering committee, shared through social media, and cross-promoted with community partners across Gila County. A mixed sampling methodology, including snowball and convenience sampling, will be used to spread the survey through the community and Pinnacle Prevention will actively distribute the survey until saturation is reached. The survey will be made available in both English and Spanish and will reach at least the minimum number of completed surveys in Spanish as noted below. This empowers participation among Gila County residents that may not otherwise be reached through traditional in-person sessions. Online engagement participation goals are as follows:

Online Engagement	Number – (100 Total or Saturation)	Timeline
Adult Engagement (Minimum of 43 Surveys)	English	By October 31, 2015
	Spanish (Minimum of 8)	By October 31, 2015
Youth Engagement (Minimum of 8 Surveys)	English	By October 31, 2015
	Spanish (Minimum of 4)	By October 31, 2015

Results Distribution

Pinnacle Prevention recognizes the critical importance in how the CHA/CHIP will be communicated to stakeholders and community members. It is important that the Gila County communities know that action on their needs and recommendations for improved health is taking place. Pinnacle Prevention will make the CHA/CHIP final report widely available to the public by considering who will be reading the report; what will be presented and to whom (i.e. full report and executive summary version); when the reports need to be updated, and how information will be delivered to Gila County residents and stakeholders.

Final report distribution will incorporate a mix of communication methods including in-person distribution and presentation forums, paper and electronic versions of the report, and electronic posting online. The public version will be translated to a 'visually appealing' infographic that will also be made available online and in a printed handout and poster for distribution at Gila County Health and Social Service agency sites. Results will be presented by Pinnacle Prevention via three (3) in person forums. This will include two public forums, one in Globe/Miami and one in Payson, and one stakeholder forum in Globe/Miami. An online recorded webinar will be made available for future sharing purposes and posted online with the final report for ongoing access. All stakeholders will receive an electronic invitation to attend the results presentations. Finally, Pinnacle Prevention will work with the Gila County team to ensure the final reports are made available on all relevant county websites.

Results Presentation Sessions	Location	Timeline
Public Session	Globe/Miami	By January 31, 2016
	Payson	By January 31, 2016
Stakeholder Session	Globe/Miami	By January 31, 2016
Online Webinar	Online Archive	By January 31, 2016

Cost

Final cost for CHA/CHIP consultation is as follows:

Item	Cost
CHA	
CHA Coordination, Planning, Research and Evaluation	\$4,000.00
CHA Public/Resident In-Person Engagement Sessions (10) – Development, recruitment, implementation and facilitation, translation and bilingual services, and evaluation (Including 40 x \$25 Visa Gift Card Incentive = \$1,000.00, Meals and Snacks at \$1,000.00, and Bilingual facilitation and translation = \$2,000.00)	\$8,000.00
CHA Business/Stakeholder In-Person Engagement Sessions (4) - Development, recruitment, implementation and facilitation, and evaluation	\$2,000.00
CHA Online Engagement – Development, recruitment, monitoring, and evaluation	\$1,000.00
CHA Final Report/Results Dissemination and Presentation	\$3,000.00
CHA Print and Communications Materials (Including English/Spanish production)	\$1,000.00
CHIP	
CHIP Coordination, Planning, and Workgroup Facilitation	\$4,000.00
CHIP Development	\$4,000.00
CHIP Final Report/Results Dissemination and Presentation	\$3,000.00
Total	\$30,000.00

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-1
CONSULTATION FOR COMMUNITY HEALTH ASSESSMENT
AND COMMUNITY HEALTH IMPROVEMENT PLAN

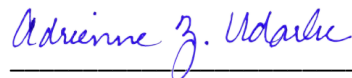
PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 062615-1 Consultation for Community Health Assessment and Community Health Improvement Plan.

Contractor Name: Pinnacle Prevention **Phone No.:** (480) 207 - 5955

COSTS	
<i>Development of a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP)</i>	\$ 30,000.00 Best and Final
TOTAL COST	\$ 30,000.00 Best and Final

****All applicable taxes shall be included in proposed amount.**



Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

GILA COUNTY

REQUEST FOR PROPOSALS NO. 062615-2

**CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY
MANAGEMENT CONFERENCE**

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

COUNTY MANAGER

Don E. McDaniel, Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT
CONFERENCE**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a Consultation for Public Health Emergency Preparedness/Emergency Management Conference.

SUBMITTAL DUE DATE: 4:00 PM, MST, Monday, August 17, 2015

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-8612 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Jeannie Sgroi, Contracts Administrator, at jsgroi@gilacountyaz.gov, 928-402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

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NOTICE OF SOLICITATION

REQUEST FOR PROPOSAL FOR: Consultation for the development of a Community Health Assessment and Community Health Improvement Plan

INTENT:

The Gila County Division of Public Health and Emergency Management is seeking Requests for Proposals to provide event planning, coordination, and leadership for the organizations April 2016 Conference dedicated to the training and improvement of Public Health Emergency Preparedness and Emergency Management professionals in the State of Arizona. The conference will be an opportunity for the emergency preparedness and management communities to gain firsthand experience, training, and valuable networking with national speakers and statewide professionals. Conference target audience to include: School and University Preparedness, Emergency Management, Public Health, Hospital Preparedness, Federal, State and Local Fire and Law Enforcement, Homeland Security, Counter-Terrorism, Community Emergency Response Teams, American Red Cross, and other state and local volunteer organization.

A statement of qualifications is to be provided by the contractor, or company who will serve as the primary contractor. The statement shall set forth brief details of this individual or entities' principal activities, the number of personnel that will work on the project and their relevant qualifications. Please identify prior relevant direct experience that exhibits the individuals or entities' ability to provide the services necessary to complete the Consultation for Public Health Emergency Preparedness/Emergency Management Conference Plan. Indicate prior experience working with event planning, and coordination.

SCOPE OF WORK:

The exact nature of the work consists of (1) coordination prior to the conference, (2) onsite coordination and logistics management, and (3) post-conference wrap up.

1) COORDINATION PRIOR TO CONFERENCE

Throughout the planning process, the consultant will be expected to take part in bi-weekly planning committee meetings as well as meet and communicate with County Health and Emergency Management staff, via conference call and in person, as necessary. The consultant should provide a detailed timeline in the proposal, which incorporates all the activities and deadlines necessary for coordinating a successful event.

- **Facility Liaison**

- o Supply and coordinate all audio-visual equipment
- o Manage event space logistics, staging and room set-ups
- o Conduct site visit and meetings, as necessary
- o Track hotel room pickup to ensure contractual minimums are met
- o After approval of the menu, handle all banquet event order (BEO) obligations and deadlines

- **Speaker/Sponsor/Exhibitor Liaison**

- o Handle the solicitation of speakers, sponsors and exhibitors
- o Manage speaker, sponsor and exhibitor contracts
- o Convey logistical information and guidance and all necessary event details to speakers, sponsors and exhibitors
- o Gather all speaker materials such as bios, presentations, handouts and session descriptions
- o Coordinate speaker, sponsor and exhibitor A/V and/or set-up needs
- o Confirm attendance of speakers, sponsors and exhibitors immediately prior to the event

- **Marketing/Design**

Professionally design, print, and distribute all conference materials. A sample of past work should be included in the proposal. Conference materials that the consultant will be responsible for include:

- o Event logo and branding
- o "Save the Date" postcard
- o Registration brochure
- o Conference agenda
- o Conference program (300-400 people)
- o Name badges (300-400 people)
- o Event signage
- o Conference/session evaluations

Scope of Work Continued...

2) ONSITE COORDINATION & LOGISTICS MANAGEMENT

Throughout the event, the consultant will be expected to provide the appropriate amount of staff to manage onsite coordination and logistics. The consultant will also need to provide Gila County Health and Emergency Management with an onsite timeline and agenda detailing the consultant's duties and management onsite.

- **Registration**

- Setup registration desk and signage
 - o Staff desk during registration hours
 - o Document the check-in of all registrants, speakers, and sponsors

- **Speakers/Sponsors/Exhibitors**

- o Manage and direct speakers, sponsors and exhibitors onsite
- o Handle speaker, sponsor and exhibitor needs throughout the event

- **Banquet Event Orders (BEOs)**

- o Ensure consistency of BEOs throughout the event
- o Monitor room and food set up
- o Work with hotel staff regarding any additions or changes

- **Audio/Visual Needs**

- o Setup and breakdown A/V equipment
- o Assist speakers with loading presentations
- o Ensure security of equipment throughout the event

- **Workshops:** Ensure workshops run smoothly

- o Provide session hand outs as requested by speakers
- o Distribute evaluations before each session and collect them after

3) Post-Conference Wrap Up

- **Evaluations:** Distribute and collect conference evaluations
- **Breakdown:** Ensure cleanup and wrap up of all onsite details after the event
- **Final Report:** To include (but not limited to):
 - o A complete list of speakers and registrants in attendance
 - o Aggregation and analysis of conference and session evaluations
- **Wrap Up Meeting:** Be available to report on and answer any questions by Gila County Health and Emergency Management

Scope of Work Continued...

PROPOSAL CONTENT

- Cover Letter
- Table of Contents
- Work Plan (addressing the scope of work) and Timeline
- Project Budget (including hourly billing rate and estimated number of hours for each item in the scope of work)
- Statement of Qualifications
- Principal Applicant's Resume
- Names and Experience of Key Personnel (if applicable)

SELECTION CRITERIA

Experience successfully completing similar projects **20 Points**

The proposal indicates a clear understanding of the project and is appropriate to the charge **20 Points**

The work plan is clear, logically sequenced and addresses the entire scope of work, with timely benchmarks for results **20 Points**

Experience and capability of principal applicant and key personnel **30 Points**

The budget is appropriate to plan needs **10 Points**

Total 100 Points

1.0 MINIMUM QUALIFICATIONS:

Qualifying experience includes:

- Documented experience planning conferences of 300+
- Staff member with documented experience in Emergency Management and/or Public Health Emergency Preparedness
- Documented experience securing national level public speakers
- Documented experience utilizing break out rooms, poster presentations, and vendor management

EXAMINATION INFORMATION:

This examination utilizes an evaluation of Education and Experience (E&E) weighted 100%, and is based solely upon information provided within the application. Information provided with the application will be assessed in relation to the elements of the scope of work and linked to the knowledge, skills, and abilities required for the work.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Scope of Work Continued...

Special care should be taken to submitting a complete description of organizational education and experience relevant to the typical tasks, scope, and minimum qualifications stated on this announcement. Supplemental information will be accepted but competitors should read the announcement carefully to determine what kind of information will be useful to those individuals completing the evaluation.

The County reserves the right to revise the examination plan to better meet the needs of the service if the circumstances under which this examination was planned change. Such revision will be in accordance with civil service law and rules and all competitors will be notified.

SCOPE: Rankings will be determined based on the depth and breadth of professional education and experience beyond what is minimally required.

It is the intent of Gila County to award a contract to a qualified Contractor for the Consultation for Public Health Emergency Preparedness/Emergency Management Conference.

See page 24 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Jeannie Sgroi, Contracts Administrator, (928) 402-8612, jsgroi@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT “A”, INSTRUCTIONS TO BIDDERS AND EXHIBIT “B”, BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT “C”, MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS “A” & “B”.

EXHIBIT “A” INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Instructions to Bidders continued....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 29.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 P.M., Wednesday, August 12, 2015 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and all Forms shall be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Instructions to Bidders continued...

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

<p>The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies <u>with original signatures</u> shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE", Bid No., "062615-2", Date "August 17, 2015", and time "4:00 PM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.</p>
--

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT “B” CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor’s signature(s) appearing on all forms contained on pages 22 through 31.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Contract Award Agreement continued...

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Contract Award Agreement continued...

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Contract Award Agreement continued...

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Contract Award Agreement continued...

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

MINIMUM SPECIFICATIONS

EXHIBIT “C” MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide Consultation for Public Health Emergency Preparedness/Emergency Management Conference for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its Proposal submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
 - 1.3.2 Qualification and Certification Form (page 22-23)
 - 1.3.3 Price Sheet (page 24)
 - 1.3.4 References List (page 25)
 - 1.3.5 No Collusion Certification (page 26)
 - 1.3.6 Intentions Concerning Subcontracting (page 27)
 - 1.3.7 Legal Arizona Workers Act Compliance (page 28)
 - 1.3.8 Checklist & Addenda Acknowledgment (page 29)
 - 1.3.9 Offer Page (pages 30-31)

Minimum Specifications continued....

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain for six months from the date of award.
- 2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the County Manager's approval by an amendment to the contract prior to any such extension.

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Minimum Specifications continued...

3.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
- - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 062615-2 Consultation for Public Health Emergency Preparedness/Emergency Management Conference

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Adrienne Z. Udarbe, MS, RDN - Executive Director, Pinnacle Prevention
3100 West Ray Road, Suite 201 Chandler, AZ 85226
(480) 207 - 5955
2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractor.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

REQUEST FOR SEALED PROPOSALS

BID NO. 062615-2

CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** Not applicable
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** EIN 46-4574172/City License #157046
(If Applicable)

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 062615-2 Consultation for Public Health Emergency Preparedness/Emergency Management Conference.

Contractor Name: Pinnacle Prevention

Phone No.: (480) 207 - 5955

COSTS	
<i>Coordination Prior to Conference</i>	\$ <u>18,500</u>
<i>Onsite Coordination & Logistics Management</i>	\$ <u>18,600 (Incl. Site Fee)</u>
<i>Post-Conference Wrap Up</i>	\$ <u>2,880</u>
TOTAL COST	\$ <u>39,980</u>

****All applicable taxes shall be included in proposed amount.**

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Maricopa County Department of Public Health (MCDPH)
Contact: Siman Qaasim
Phone: (602) 372 - 8409
Address: 4041 N. Central Ave. Phoenix, AZ 85012
Job Description: Administrator, Office of Health Promotion and Education
(re: Adolescent Summit Experience)

2. **Company:** Maricopa County Department of Public Health (MCDPH)
Contact: Seth Fritsch
Phone: (602) 372 - 0456
Address: 4041 N. Central Ave. Phoenix, AZ 85012
Job Description: Strategic Initiatives Coordinator
(re: HIPMC Summit Experience)

3. **Company:** Arizona Department of Health Services
Contact: Anne Whitmire
Phone: (602) 542 - 1886
Address: 150 N. 18th Ave. Suite 310 Phoenix, AZ 85007
Job Description: Health Program Manager
(re: General Public Health Event Coordination Experience)

Pinnacle Prevention

Name of Business

Adreem Z. Uddin

Signature of Authorized Representative

Executive Director

Title

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

**AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
COUNTY OF GILA Maricopa)ss
Adrienne Z. Udarbe

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is Executive Director

(Title)

Of Pinnacle Prevention and
(Name of Business)

That he/she is submitting a proposal on **CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE, RFP NO. 062615-2** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said
Pinnacle Prevention

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

Pinnacle Prevention

Name of Business

Adrienne Z. Udarbe

By

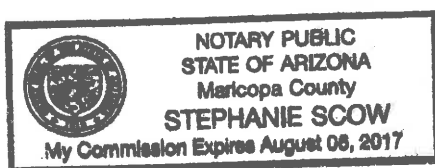
Executive Director

Title

Subscribed and sworn to before me this 15 day of August, 2015.

Stephanie Scow
Notary Public

My Commission expires: 8-6-17



REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

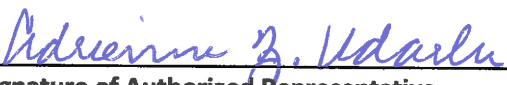
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 062615-2 Consultation for Public Health Emergency Preparedness/Emergency Management Conference**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☒ **YES**, it is my intention to subcontract a portion of the work.

☐ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

Pinnacle Prevention List of Subcontractors

Public Health Solutions

15815 S. Lakewood Pkwy W, Unit 1064

Phoenix, AZ 85048

(765) 413 – 3570

fleatrembath@gmail.com

Contractors Names: Felicia Trembath and Shauna Stapleton

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>Asgn</u>	<u>Asgn</u>	_____	_____	_____
Date	<u>8/17/15</u>	<u>8/17/15</u>	_____	_____	_____

Signed and dated this 17 day of August, 2015

Adrienne Z. Udarbe
Contractor:

Adrienne Udarbe, Director, Pinnacle Prevention
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 062615-2 Consultation for Public Health Emergency Preparedness/Emergency Management Conference. All proposals shall be filed with the Gila County Finance Department Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before August 17, 2015, by 4:00 PM.



**CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY
MANAGEMENT CONFERENCE
REQUEST FOR PROPOSALS NO. 062615-2**

ADDENDUM #1:

DATE: 8/12/2015

CLARIFICATIONS:

The following will provide clarifications to questions raised by vendors regarding RFP No. 062615-2.

1. Page 23 #7 references a current contractor Arizona business license. Registration with the Arizona Corporation Commission will be a requirement for the successful respondent's firm. The following link will take direct you to their website: <http://ecorp.azcc.gov/>
2. Page 27 references an Arizona ROC number. An Arizona ROC license is not applicable to this project. This is standard language in our contracts. For this project, the purpose of the certification on page 27 will be to ascertain if your firm will be performing the services or subcontracting them out.
3. This is a new conference that has not been offered previously.
4. This will be a two day conference. Day one will be for the conference itself. Day two will focus on a tabletop exercise and a meeting of the Emergency Managers and Public Health Officers. The idea is to bring in a national speaker at the start of the day, followed by four panel sessions. The workshop will most likely involve follow up from the State family reunification exercise.
5. Regarding continuing education credit for attendees of the conference, we would like to offer continuing education credits for nurses, as well as Emergency Managers towards their CEM's.
6. A venue has not been selected for this year's conference. It is assumed we will go with familiarity and use Black Canyon, Desert Willow, or the Wig Wam conference locations. Contractor will assist in selection and negotiations.
7. Proposals should include cost for light breakfast, lunch, and afternoon snack on day one. Day two should include a light breakfast and lunch. Audio Video is typically supplied by the venue, but if not, would need to be included in the quote. Bid should include the price of the National Speaker.
8. Printed, mailed materials are typically only used for the "Save the Date" fliers. The rest of the communications and promotions can be web and media based. Contractor is responsible for costs. Gila County and the State will supply distribution lists.

Lidwine Z. Udarlu

9. It would be acceptable for the contractor to hire an Audio/Visual company, either through the venue or outside contract to offer these services. We find it convenient to work with the venue for A/V.

This concludes Addendum No. 1 to Request for Proposals No. 062615-2.

Bid time and Date remain the same.

Adrianne Z. Udaulu



**CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY
MANAGEMENT CONFERENCE
REQUEST FOR PROPOSALS NO. 062615-2**

ADDENDUM #2:

DATE: 8/13/2015

CLARIFICATIONS:

The following will provide clarifications to questions raised by vendors regarding RFP No. 062615-2.

1. The successful contractor will be responsible for all venue costs.
2. The estimated registration costs for attendees should be \$50 to \$65 per person. Vendors and exhibitors have not been decided, but typical registration fees are in the \$1,500 range each.
3. There is not a working budget for this project. The bids will drive the budget.

This concludes Addendum No. 2 to Request for Proposals No. 062615-2.

Bid time and Date remain the same.

Adrienne Z. Udaele

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 062615-2 Consultation for Public Health Emergency Preparedness/Emergency Management Conference

Contractor Submitting Proposal:

For clarification of this offer, contact:

Pinnacle Prevention
Company Name

3100 West Ray Road, Suite 201
Address

Chandler AZ 85226
City State Zip

Name: Adrienne Z. Udarbe

Phone No.: (480) 207 - 5955

Fax (480) 550 - 8806

Email: adrienneudarbe@pinnacleprevention.org


Signature of Authorized Person to Sign

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

REQUEST FOR SEALED PROPOSALS
BID NO. 062615-2
CONSULTATION FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/EMERGENCY MANAGEMENT CONFERENCE

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Pinnacle Prevention is now bound to provide the materials or services listed in RFP No.: 062615-2 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 062615-2. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

9/23/15

Date

Pinnacle Prevention Proposal for Consultation for Public Health Emergency Preparedness/Emergency Management Conference dated August 17, 2015 is by mention made a binding part of this agreement as set forth herein.



**Proposal for Consultation for Public
Health Emergency Preparedness/
Emergency Management Conference**

Gila County RFP No. 062615-2

Pinnacle Prevention
3100 West Ray Road, Suite 201
Chandler, AZ 85226
480.207.5955
www.pinnacleprevention.org



August 17, 2015

Mrs. Jeannie Sgroi
Gila County Finance Department
Guerrero Complex
1400 East Ash Street
Globe, AZ 85501

Mrs. Jeannie Sgroi,

Pinnacle Prevention, in partnership with Public Health Solutions, is pleased to submit the enclosed proposal for your consideration in response to the request for proposal issued for *Consultation for Public Health Emergency Preparedness/Emergency Management Conference* (RFP No. 062615-2).

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) public health consulting firm. Our firm includes innovative leadership with over 10 years of experience in public health program management, community outreach and mobilizing, coalition building, group facilitation, and event coordination. This proposal is also inclusive of the expertise of Public Health Solutions. Public Health Solutions offers public health organizations expertise in planning, strategy, technology, analytics, and operations, as well as extensive experience in public health emergency preparedness and emergency management.

Details of our unique qualifications specific to the needs identified in the scope of work are included in this proposal. Any questions regarding this proposal may be directed to Mrs. Adrienne Z. Udarbe, Pinnacle Prevention Director, who is available at (480) 207-5955 or at adrienneudarbe@pinnacleprevention.org.

Sincerely,

Adrienne Z. Udarbe, MS, RDN
Executive Director – Pinnacle Prevention

Consultation for Public Health Emergency Preparedness/Emergency Management
Conference

(Gila County RFP No. 062615-2)



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Work Plan

Our strategy for meeting the activities defined in the scope of work are reflected in the following work plan and assume a conference date on or around the first week of April 2016:

Activity	Task	Lead/Co-Lead	Date
1) Coordination Prior to Conference			
Pre-Conference Planning and Design	Initiate and agree upon conference theme and design	Adrienne Udarbe/ Felicia Trembath/ Shauna Stapleton	Month 1 – 2 (Sept. – Oct. 2015)
	Identify objectives	Adrienne Udarbe/ Felicia Trembath/ Shauna Stapleton	Month 1 – 2 (Sept. – Oct. 2015)
	Identify target attendees/desired invitees	Adrienne Udarbe/ Felicia Trembath	Month 1 – 2 (Sept. – Oct. 2015)
	Identify desired tracks/sessions	Felicia Trembath/ Shauna Stapleton	Month 1 – 2 (Sept. – Oct. 2015)
	Identify technology integration components as desired	Felicia Trembath	Month 3 (Nov. 2015)
	Coordinate continuing education units	Felicia Trembath/ Shauna Stapleton	Month 6 (Feb. 2016)
	Identify on-site volunteer support for registration and breakout session support (e.g. MPH students)	Adrienne Udarbe	Month 6 (Feb. 2016)
	Distribute volunteer assignments and instructions	Adrienne Udarbe	Month 7 (Mar. 2016)
Site/Facility Coordination	Secure site	Adrienne Udarbe	Month 2 - 3 (Oct. – Nov. 2015)
	Secure hotel rooms block	Adrienne Udarbe	Month 2 - 3 (Oct. – Nov. 2015)
	Secure exhibitor tables/space	Adrienne Udarbe	Month 2 - 3 (Oct. – Nov. 2015)
	Coordinate audio-visual	Adrienne Udarbe	Month 2 - 3 (Oct. – Nov. 2015)
	Coordinate break-out rooms	Adrienne Udarbe	Month 2 - 3 (Oct. – Nov. 2015)

Activity	Task	Lead/Co-Lead	Date
	Coordinate room set-up	Adrienne Udarbe	Month 2 - 3 (Oct. – Nov. 2015)
	Finalize desired menus/catering	Adrienne Udarbe	Month 6 (Feb. 2016)
	Monitor and track hotel room bookings	Adrienne Udarbe	Month 5 – 7 (Jan. 2016 – Mar. 2016)
Speaker Coordination	Identify desired keynote/session speakers	Felicia Trembath/ Shauna Stapleton	Month 3 (Nov. 2015)
	Secure speakers	Adrienne Udarbe	Month 3 - 4 (Nov. – Dec. 2015)
	Obtain speaker bios and photos	Adrienne Udarbe	Month 4 (Dec. 2015)
	Coordinate speaker travel as needed	Adrienne Udarbe	Month 4 (Dec. 2015)
	Identify speaker AV needs	Adrienne Udarbe	Month 7 (Mar. 2016)
	Obtain speaker handouts/final presentations	Adrienne Udarbe	Month 7 (Mar. 2016)
	Test final speaker internet/sound/video needs	Adrienne Udarbe	Month 8 (1 Week Pre-Event)
Exhibitor Coordination	Identify exhibitor conflict of interest policy with planning committee	Felicia Trembath	Month 2 – 3 (Oct. – Nov. 2015)
	Develop list of potential exhibitors	Felicia Trembath	Month 2 – 3 (Oct. – Nov. 2015)
	Send out exhibitor invite	Felicia Trembath	Month 4 (Dec. 2015)
	Confirm final exhibitor count	Felicia Trembath	Month 7 (Mar. 2016)
	Send out exhibitor confirmations and event instructions	Felicia Trembath	Month 7 (Mar. 2016)
Sponsor Coordination	Identify sponsor conflict of interest policy with planning committee	Felicia Trembath	Month 2 – 3 (Oct. – Nov. 2015)
	Establish tiered sponsorship levels with planning committee as desired	Felicia Trembath	Month 2 – 3 (Oct. – Nov. 2015)
	Develop list of potential sponsors	Felicia Trembath	Month 2 – 3 (Oct. – Nov. 2015)
	Send out sponsor invite	Felicia Trembath	Month 4 (Dec. 2015)
	Confirm final sponsors	Felicia Trembath	Month 5 (Jan. 2016)

Activity	Task	Lead/Co-Lead	Date
Marketing and Communications	Obtain sponsor logos	Felicia Trembath	Month 5 (Jan. 2016)
	Write sponsorship recognition talking points	Felicia Trembath	Month 7 (Mar. 2016)
	Draft and distribute Save the Date	Adrienne Udarbe/ Felicia Trembath/ Shauna Stapleton	Month 1 – 2 (Sept. – Oct. 2015)
	Finalize conference branding	Adrienne Udarbe/ Felicia Trembath/ Shauna Stapleton	Month 3 - 4 (Nov. – Dec. 2015)
	Update/brand online conference promotions through existing websites/social media	Adrienne Udarbe	Month 5 (Jan. 2016)
	Design agenda and program materials in alignment with desired theme	Adrienne Udarbe	Month 5 (Jan. 2016)
	Design registration brochure	Adrienne Udarbe	Month 5 (Jan. 2016)
	Design online registration platform	Adrienne Udarbe	Month 5 (Jan. 2016)
	Design certificates of attendance	Adrienne Udarbe	Month 6 (Feb. 2016)
	Print all materials	Adrienne Udarbe	Month 6 (Feb. 2016)
2) Onsite Coordination and Logistics Management	Design and print nametags	Adrienne Udarbe	Month 8 (1 Week Pre-Event)
	Assemble name badges, holders, ribbons as needed	Adrienne Udarbe	Month 8 (1 Week Pre-Event)
Pre-Event Set-Up	Establish volunteer check-in time (as early as venue allows)	Adrienne Udarbe	Month 8 (Event Date)
	Distribute volunteer assignments and instructions	Adrienne Udarbe	Month 8 (Event Date)
Registration	Set up registration table	Felicia Trembath	Month 8 (Event Date)
	Set up registration and event check-in signage	Felicia Trembath	Month 8 (Event Date)
	Manage registration table volunteers	Felicia Trembath	Month 8 (Event Date)
Speaker Coordination	Set up speaker check-in table	Adrienne Udarbe	Month 8 (Event Date)
	Direct speakers to rooms	Adrienne Udarbe	Month 8 (Event Date)
	Complete AV check with each speaker	Adrienne Udarbe	Month 8 (Event Date)

Activity	Task	Lead/Co-Lead	Date
Sponsor Coordination	Set up reserved sponsor table/seating with thank you cards	Felicia Trembath	Month 8 (Event Date)
Exhibitor Coordination	Set up exhibitor check-in table	Felicia Trembath	Month 8 (Event Date)
	Direct exhibitors to assigned exhibit table	Felicia Trembath	Month 8 (Event Date)
	Assist with exhibitor breakdown	Felicia Trembath	Month 8 (Event Date)
Banquet Event Order (BEO) Monitoring	Ensure rooms/seating align with BEO	Adrienne Udarbe	Month 8 (Event Date)
	Ensure AV functionality in all rooms	Adrienne Udarbe	Month 8 (Event Date)
	Assist in ensuring special dietary needs/restrictions are met	Adrienne Udarbe	Month 8 (Event Date)
Audio Visual Coordination	Set up and test all AV with venue team	Adrienne Udarbe	Month 8 (Event Date)
	Set up breakout room laptops and internet access	Adrienne Udarbe	Month 8 (Event Date)
	Ensure AV functionality in all rooms prior to each session and assist speakers with set-up of presentations	Adrienne Udarbe	Month 8 (Event Date)
Workshop/ Breakout session Coordination	Assign one volunteer point of contact to each workshop/breakout session	Felicia Trembath	Month 8 (Event Date)
	Distribute workshop/point of contact instructions	Felicia Trembath	Month 8 (Event Date)
	Point of contact to distribute evaluations and session handouts	Felicia Trembath	Month 8 (Event Date)
	Collect evaluations as needed	Felicia Trembath	Month 8 (Event Date)
	Clean up and pre-set for next workshop/breakout as needed	Felicia Trembath	Month 8 (Event Date)
Event Breakdown/ Clean Up	Collect all final evaluations	Adrienne Udarbe/ Felicia Trembath	Month 8 (Event Date)
	Clean up and breakdown registration table	Adrienne Udarbe/ Felicia Trembath	Month 8 (Event Date)
	Assist remaining exhibitors with breakdown and clean up	Adrienne Udarbe/ Felicia Trembath	Month 8 (Event Date)
	Check out with venue event staff	Adrienne Udarbe	Month 8 (Event Date)
3) Post-Conference Wrap Up			
Evaluation	Complete analysis of all event evaluations	Felicia Trembath/ Shauna Stapleton	Month 8 (1 Week Post-Event Date)
	Compile and disseminate final evaluation report	Felicia Trembath/ Shauna Stapleton	Month 8 (1 Week Post-Event Date)

Activity	Task	Lead/Co-Lead	Date
Reporting	Compile and disseminate final analytics report	Felicia Trembath/ Shauna Stapleton	Month 8 (1 Week Post-Event Date)
Debrief/Wrap Up Meeting	Schedule final debrief meeting with planning committee	Adrienne Udarbe/ Felicia Trembath	Month 8 (1 Week Post-Event Date)

Timeline

Public Health Preparedness/Emergency Management Spring 2016 Conference Proposal Timeline

	September			October				November					December				January					February				March				April		
PROJECT WEEK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Date	13th	20th	27th	4th	11th	18th	25th	1st	8th	15th	22nd	29th	6th	13th	20th	27th	3rd	10th	17th	24th	31st	7th	14th	21st	28th	5th	12th	19th	26th	3rd	10th	17th
Activity																																
RFP Awarded	RFP																															
Planning Meeting		Meet																														
Prepare Save the Date				Save the date																												
Planning Meeting				Meet																												
Planning Meeting					Meet																											
Scout Venues						Scout Venues																										
Planning Meeting							Meet																									
Select Venue								Venue Selected																								
Planning Meeting									Meet																							
Identify Speakers										Identify Speakers																						
Planning Meeting											Meet																					
Planning Meeting												Meet																				
Invite Speakers													Invite Speakers																			
Planning Meeting														Meet																		
Planning Meeting																Meet																
Prepare Agendas																	Meet															
Planning Meeting																		Prepare Materials														
Planning Meeting																			Meet													
Prepare Printed Materials																					Print Materials											
Planning Meeting																						Meet										
Planning Meeting																							Meet									
Distribute Materials Online																									Distribute Materials							
Planning Meeting																										Meet						
Conference																														Conference		

Consultation for Public Health Emergency Preparedness/Emergency Management Conference
(Gila County RFP No. 062615-2)



Proposed Sample Agendas

Sample Agenda A

Start	End				
Day 1					
8:00	9:00	Registration and Breakfast (Location-TBA)			
9:00	9:15	Welcome and Announcements (Location-TBA)			
9:15	10:15	Keynote – TBA (Location-TBA)			
10:15	10:30	Break			
10:30	11:30	<table> <tr> <td>Track Name – Session Title <i>Speakers</i> (Room 1)</td><td>Track Name – Session Title <i>Speakers</i> (Room 2)</td><td>Track Name – Session Title <i>Speakers</i> (Room)</td></tr> </table>	Track Name – Session Title <i>Speakers</i> (Room 1)	Track Name – Session Title <i>Speakers</i> (Room 2)	Track Name – Session Title <i>Speakers</i> (Room)
Track Name – Session Title <i>Speakers</i> (Room 1)	Track Name – Session Title <i>Speakers</i> (Room 2)	Track Name – Session Title <i>Speakers</i> (Room)			
11:30	12:30	<table> <tr> <td>Track Name- Session Title <i>Speakers</i> (Room 1)</td><td>Track Name – Session Title <i>Speakers</i> (Room 2)</td><td>Track Name – Session Title <i>Speakers</i> (Room)</td></tr> </table>	Track Name- Session Title <i>Speakers</i> (Room 1)	Track Name – Session Title <i>Speakers</i> (Room 2)	Track Name – Session Title <i>Speakers</i> (Room)
Track Name- Session Title <i>Speakers</i> (Room 1)	Track Name – Session Title <i>Speakers</i> (Room 2)	Track Name – Session Title <i>Speakers</i> (Room)			
12:30	1:30	Lunch (Location-TBA)			
1:30	2:30	<table> <tr> <td>Track Name – Session Title <i>Speakers</i> (Room 1)</td><td>Track Name – Session Title <i>Speakers</i> (Room 2)</td><td>Track Name – Session Title <i>Speakers</i> (Room 3)</td></tr> </table>	Track Name – Session Title <i>Speakers</i> (Room 1)	Track Name – Session Title <i>Speakers</i> (Room 2)	Track Name – Session Title <i>Speakers</i> (Room 3)
Track Name – Session Title <i>Speakers</i> (Room 1)	Track Name – Session Title <i>Speakers</i> (Room 2)	Track Name – Session Title <i>Speakers</i> (Room 3)			
2:30	2:45	Break			
2:45	3:45	Keynote Speaker- TBA (Location-TBA)			
3:45	4:00	Closing and Announcements (Location-TBA)			

Start	End	
<i>Day- 2</i>		
8:00	9:00	Registration and Breakfast (Location-TBA)
9:00	9:30	Welcome and Announcements (Location-TBA)
9:30	12:30	Tabletop Exercise (Location-TBA)
12:30	1:30	Lunch (Location-TBA)
1:30	2:00	Closing and Announcements (Location-TBA)

Sample Agenda B

Start	End	
Day 1		
8:00	9:00	Registration and Breakfast (Location-TBA)
9:00	9:15	Welcome and Announcements (Location-TBA)
9:15	10:15	Keynote – TBA (Location-TBA)
10:15	10:30	Break
10:30	11:30	Panel Session 1 Speakers-TBA (Room 1)
11:30	12:30	Panel Session 2 Speakers-TBA (Room 1)
12:30	1:30	Lunch (Location-TBA)
1:30	2:30	Panel Session 3 Speakers-TBA (Room 1)
2:30	2:45	Break
2:45	3:45	Keynote Speaker- TBA (Location-TBA)
3:45	4:00	Closing and Announcements (Location-TBA)

Start	End	
Day- 2		
8:00	9:00	Registration and Breakfast (Location-TBA)
9:00	9:30	Welcome and Announcements (Location-TBA)
9:30	12:30	Tabletop Exercise (Location-TBA)
12:30	1:30	Lunch (Location-TBA)
1:30	2:00	Closing and Announcements (Location-TBA)

Project Budget

The proposed compensation schedule reflects a planning schedule that assumes a conference date on or around the first week of April 2016 and assumes a contract start date of September 2015 resulting in a project period of eight (8) months. The budget does not account for the potential for sponsorship funding that may off-set speaker fees, and/or allow for more flexibility in the budget for speaker compensation.

In alignment with fair market rates for event coordination the following table details fixed hourly pricing at \$75.00/hour* based on professional experience and in coordination with the identified needs and deliverables:

Deliverable	Estimated Hours @ \$75/Hour	Total
Coordination prior to conference (Including Speaker Fees, Printing and Promotion)	160 Hours = \$12,000 Speaker Fees = \$5,000 Printing and Promotion = \$1,500	\$18,500
On-site coordination and logistics management (Including Time + Facility Fee assuming 300 people @ \$55/pp)	14 Hours x 2 = \$2,100 Facility = \$16,500.00	\$18,600
Post-conference wrap up	40 Hours	\$2,880
Total		\$39,980

Any additional hours beyond the outlined projections for unforeseen tasks that may become necessary during the course of the contract period will be billed at the fixed hourly pricing of \$75.00/hour*. The proposed plan will remain flexible with the identification of potential sponsors and/or exhibitors as desired by the conference planning committee. Speaker and facility fees are forecasted projections and subject to change.

(The formulation utilized to derive the hourly rate is inclusive of labor, ERE, insurance, and overhead. As a nonprofit firm, Pinnacle Prevention does not factor in profit margins.)*

Statement of Qualifications

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) public health consulting firm. The mission of Pinnacle Prevention is to inspire and advance opportunities for lifestyle-enriched living that promote healthy eating, active living, and the prevention of disease. Pinnacle Prevention's commitment to quality is guided by our mission-driven design including the following core values that are reflected in our approach: strategic, focused, meaningful, insightful, inspiring, engaging, and trustworthy. Pinnacle Prevention has over a decade of experience in public health, including conference and event planning for public health. As a firm, we have worked with over 20 state, county, city, and community-based agencies and organizations in Arizona, including county public health departments, tribal partners, and health care systems. Additional consultation support will be provided in partnership with Public Health Solutions. Public Health Solutions offers public health organizations expertise in planning, strategy, technology, analytics, and operations. The Public Health Solutions team also offers extensive expertise in public health emergency preparedness and emergency management.

The collaboration of Pinnacle Prevention and Public Health Solutions provides extensive expertise in conference and event planning specific to the unique needs of public health. In providing event consultation and coordination services, we are responsive to trends and innovation strategies impacting public health emergency preparedness and emergency management. We offer expertise in making visions for the event come to life and humanizing the technical goals and outcomes associated with bringing partners together for a single purpose. Because of our extensive knowledge base and experience working in public health at both the national, state, and local levels we have a strong foundation in evidence and trends in emergency preparedness, familiarity with potential speakers that will be both engaging and informative, and relationships with conference venues that will be most conducive to your audience.

Examples of Previous Conference/Event Coordination

Pinnacle Prevention has provided conference and event coordination for a variety of public health agencies. Our team has experience working statewide across Arizona and experience working with Gila County. We have a proven track record of effective and efficient event planning and coordination as evidenced by the following examples of recent event planning projects (see conference material samples in the appendix):

Connecting Hope: Creating Success for Adolescents through Action Second Annual Adolescent Summit for Maricopa County	
Wednesday, October 29th, 2015 - Phoenix Airport Marriott	
Agenda	
8:00 AM - 9:00 AM	Breakfast, Networking, and Registration
9:00 AM - 9:15 AM	Welcome and Summit Overview Maricopa County Department of Public Health
9:15 AM - 10:15 AM	Opening Keynote: Inspiring Youth to Their Best Future Kenya Jackson Masala, XO Narrative Drumming and Source Consulting Group
10:15 AM - 10:20 AM	Networking Break
10:30 AM - 11:30 AM	What's Working in Adolescent Wellbeing Healthy Teen Network
11:30 AM - 12:15 PM	Lunchtime Connections - Transition to Afternoon Breakouts
12:15 PM - 1:00 PM	Breakout 1
INSPIRATION: Opportunity Youth - Be inspired by a youth-led panel composed of youth from Opportunity Youth discussing the top three issues facing youth in Phoenix and what they feel they need for connection and engagement.	
INFORMATION: Here's What We Know - Gain valuable information and insight about youth trauma, crisis, and how to connect with resources and services.	
CONNECTION: Our Values for Tomorrow - Connect with each other at this interactive session. Learn from each other about what's working in your agencies and provide input on what support you need for ongoing success.	
1:15 PM - 1:30 PM	Breakout Transition
1:30 PM - 1:45 PM	Breakout 2 - Repeat Session
1:45 PM - 2:00 PM	Breakout Transition
2:00 PM - 2:15 PM	Breakout 3 - Repeat Session
2:15 PM - 2:30 PM	Afternoon Break - Transition Back to Closing Keynote
2:30 PM - 2:45 PM	Closing Keynote - "Ask Me"
2:45 PM - 3:00 PM	The Voice of Maricopa County Youth
3:00 PM - 4:00 PM	Closing and Reception - Touchstone Behavioral Health

Maricopa County Department of Public Health – Adolescent Summit 2015

Pinnacle Prevention is currently leading the coordination of the second annual Adolescent Summit scheduled for October 2015. Pinnacle Prevention was awarded this contract as a result of the overwhelming success in coordinating the first Adolescent Summit. The 2015 event is projected to reach 300+ attendees, and Pinnacle Prevention is leading all aspects of event coordination, including securing two national keynotes and coordinating three breakout workshop sessions.

Maricopa County Department of Public Health – HIPMC Summit 2015

In April 2015, Pinnacle Prevention was contracted by the MCDPH HIPMC team to coordinate the first HIPMC Summit. The HIPMC Summit was targeted to nearly 300 potential partners and included 150 attendees with the coordination of multiple national and local keynote speakers, three breakout



sessions, interactive polling technology, coordination of video vignettes, and integration of a 'Young Voices' photo voice project. Pinnacle Prevention coordinated all aspects of this event including design, branding and promotion, registration, site and speaker coordination, and evaluation.

Maricopa County Department of Public Health – Adolescent Summit 2014

Pinnacle Prevention was responsible for all aspects of conference coordination for the first Adolescent Summit in 2014. This event included over 200 attendees. On a rating scale of 1 – 5, with 1 being poor and 5 being excellent, the Summit received an overall rating of 4.75. Additionally, the final evaluation comments repeatedly remarked on the “dynamic speakers and workshops.” The agenda included the coordination of national keynote, Dr. Brown, and Health and Human Services (HHS) Director, Victor Medrano. This event also included interactive polling, a lunchtime networking activity and facilitated case study, and a closing visioning workshop.



Urban Land Institute, AZ (ULI AZ) – Building Healthy Places Workshops 2014

Pinnacle Prevention coordinated, designed, facilitated, and evaluated Building Healthy Places workshops in Mohave County, Yavapai County, and Pima County. The workshops included coordination of branding, promotion, registration, site coordination, catering, and evaluation. The Building Healthy Places Workshops reached 80 cross-sector leaders.

Names and Experience of Key Personnel

This project will include three (3) key project personnel with the following qualifications:



Adrienne Udarbe, MS, RD, Pinnacle Prevention Director, will serve as one of two conference coordination leads providing overall conference management oversight ensuring that deliverables according to the work plan and timeline are completed on time and on budget. In her current role, Mrs. Udarbe oversees operations, partnership support and technical assistance, assessment and planning, and research. Ms. Udarbe brings to this project more than 10 years of public health experience. She has a proven track record of successfully translating evidence-based behavior change theories and practices into influential initiatives. She combines her unique understanding of the complexities that influence public health with expertise in policy, system, and environmental (PSE) strategies to maximize health outcomes. Mrs. Udarbe formerly served as the Community Programs Manager within the Bureau of Nutrition and Physical Activity at the Arizona Department of Health Services (ADHS). Mrs. Udarbe has been a speaker at multiple state and national conferences. She has also served as a contributing subject matter expert on the publication: A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide) from the Centers for Disease Control and Prevention (CDC). She is a recognized and trusted colleague to engage key stakeholders through multiple levels of influence and has strong community relationships across the state of Arizona. Mrs. Udarbe has been recognized for her leadership with multiple state and national awards including the award for Excellence in Practice from the Association of State and Territorial Public Health Nutritionists; the Emerging Dietetics Leader Award from the Academy of Nutrition and Dietetics; and the White House, Let's Move! Early Care and Education Recognition Award.

Felicia Trembath, MPH, PhD Candidate, Founder and Chief Executive Officer (CEO) of Public Health Solutions, will serve as the second conference coordination lead and partner to Pinnacle Prevention on this project. Mrs.

Trembath is currently finishing her PhD in epidemiology through Purdue University and has a Master's degree in Public Health (MPH) from Purdue University and a Bachelors of Science in Community Health Education from Brigham Young University. Mrs. Trembath serves as a



Health Systems Integration Program (HISP) fellow with the Centers for Disease Control and Prevention (CDC) stationed at Maricopa County Department of Public Health. In this role she focuses on a variety of informatics projects. Her expertise includes the intersection of public health and information technology, and she has worked on several projects that focus on integrating and synthesizing health information across different technology platforms. Mrs. Trembath's expertise also includes experience in both epidemiology and emergency preparedness. She has worked with health departments in four states, including as a Field Epidemiologist for the Wyoming Department of Health. She can apply her extensive knowledge of the field of public health to a variety of public health problems.

Shauna Stapleton, MPH, Shauna will serve as the Emergency Preparedness subject



matter expert and consultant for the conference. She offers expertise in the identification and recommendation of speakers, and will help shape workshops and breakouts that are most relevant to the current evidence and trends in public health emergency preparedness and emergency management. She holds degrees in both Entomology (Bachelor of Science) and public health (Master of Public Health) from Purdue University. Some of her

professional experiences include a two year-stint as a Teach For America Corps Member in inner-city St. Louis, nearly two years as a consultant for the Indiana State Department of Health, and serving as the Public Health Coordinator overseeing the restructuring of Purdue University's Master of Public Health program. As a Master of Public Health student, she researched social determinants of health, objective and perceived measures of the built environment, and healthcare utilization. During her time with the Indiana State Department of Health, she provided expert technical assistance for the Division of Public Health Preparedness and Emergency Response to local health departments. The projects she coordinated included Crisis Emergency Risk Communication (CERC), volunteer management, Point of Dispensing Sites, Family Assistance Centers, Ebola readiness, responder safety and health, emergency operations coordination, and community recovery. Shauna brings to this project her technical expertise in public health emergency preparedness and emergency management, as well as experience coordinating across jurisdictional boundaries.

Resumes

Adrienne Z. Udarbe, MS, RDN
1465 E. Tierra St. Gilbert, AZ 85297
adrienneudarbe@pinnacleprevention.org
(480) 415-4563

Profile

Proven nutrition leader with over ten years of experience in professional practice in multiple public sector settings including government public health and nonprofit agencies. Expertise in administration of complex state and federal grants and programs. Proven leadership in facilitating teamwork and innovative policy, system, and environmental strategies across prevention initiatives. Skilled in budget management of approximately \$20 million of grant funding across multiple funding streams as well as staff training and development. Excels in community collaboration to advance nutrition and physical activity services in community settings with a focus on pediatric and early childhood strategies. Outstanding ability to communicate to both professional and lay stakeholders and target audience.

Professional Experience

Pinnacle Prevention – Chandler, AZ (December 2013 - Present)

Executive Director

- Nonprofit leadership dedicated to moving the organization towards established vision and mission while overseeing the day to day operations
- Develops, implements, and coordinates strategic plans and evaluation plans
- Develops budget and personnel planning and projections
- Oversight of community outreach, development, grant applications, and contracts
- Coordinates development of contract proposals and grant submissions
- Provides consultation, training, and technical assistance to community and public health partners
- Maintains and communicates knowledge of federal and state political environments impacting healthy eating and active living with emphasis on early childhood health initiatives
- Serves as subject matter expert for community partners in nutrition, physical activity, breastfeeding, and obesity prevention
- Grant development and partner collaborations

Chandler Gilbert Community College – Gilbert, AZ (August 2014 - Present)

Adjunct Nutrition Teaching Faculty

- Instructor of Fundamentals of Human Nutrition Course
- Advise allied health students on evidence-based nutrition care
- Develop and implement online instruction modules

Arizona Department of Health Services – Phoenix, AZ (January 2008 – December 2013)

Community Programs Manager

- Serves as program manager over Arizona Nutrition Network (SNAP-Ed); Women, Infants, and Children (WIC) high risk and special needs and obesity prevention; Farmers Market Nutrition Program (FMNP); Breastfeeding Programs; Empower – Early Care and Education Child Care Programs; Health Impact Assessments (HIA); Healthy Community Design; School Health Initiatives; and Folic Acid Program with a combined budget of over \$20 million in state and federal grants
- Interprets federal regulations for grant oversight and management
- Develops, implements, and coordinates program strategic planning and evaluation efforts
- Develops and implements program policies and procedures consistent with department strategies
- Oversight of public health policy initiatives and implementation of innovative approaches in community nutrition services, including policy, system, and environmental change strategies
- Coordinates population-based preventative care with healthcare providers and AHCCCS coordinators
- Provides training and technical assistance in response to bureau initiatives and strategic planning
- Provides subject matter expertise on community advisory panels and boards
- Provides nutrition and physical activity trainings in alignment with the social ecological model to various community nutrition groups

Arizona WIC Public Health Nutrition Consultant (August 2006 - January 2008)

- Serves as a program nutrition consultant to Arizona WIC Local Agencies with a budget of over \$11 million to ensure contract compliance with both state and federal regulations
- Writes parts of State Plan and policy and procedure manual
- Plans and develops the RFP for Statewide Training to implement and comply with federal requirements for Value Enhanced Nutrition Assessment
- Advises and provides technical assistance to local agencies in budgeting, program implementation, evidence-based nutrition and breastfeeding practices, and interprets federal rules and regulations
- Participates and coordinates with internal and external partners in public health nutrition programs
- Develops nutrition assessment and training materials for local agency staff

Sun Valley Home Care and Hospice – Mesa, AZ (November 2006 – December 2013)

Clinical Dietitian

- Dietetic Consultant for home health/hospice patients
- Dietary assessment and coordination of nutrition care plans
- Nutrition support, monitoring, and advising
- Patient nutrition education development
- Federal compliance and monitoring of nutrition services

American Red Cross – San Diego, CA (January 2004 – August 2006)

WIC Site Supervisor/Registered Dietitian

- Dietitian and Site Supervisor for WIC agency with a participant caseload of 30,000
- Motivational counseling and community education in all aspects of nutrition
- Write and facilitate breastfeeding support classes/individual breastfeeding education
- Facilitate and teach maternal/pediatric nutrition education classes
- Individual nutrition education counseling for high risk low income populations
- Mentoring; training; community outreach

Canyon Ranch SpaClub – Las Vegas, NV (May 1999 – January 2004)

Spa Wellness and Guest Services Supervisor

- Honors ~ “Above and Beyond Staff Member”
- Managed guest and staff relations including team building and training development of team of 60
- Customer conflict resolution and problem solving
- Budgeting and financial management

National Professional Presentations

- USDA Food and Nutrition Services Nutrition Symposium, 2013
- National Association for Family Child Care Annual Conference, 2013
- Weight of the Nation, Washington DC 2012
- Association of Maternal and Child Health Programs, Washington DC 2012
- National Initiative for Children’s Healthcare Quality (NICHQ) Collaborate for Healthy Weight, 2012
- Center for Disease Control, Communities Putting Prevention to Work, Atlanta, GA 2011

(Numerous local and state-based presentations available upon request)

Media Experience

- Television: Recurring Featured Health Expert on Channel3TV – AZ Family – Good Morning Arizona, Your Life A to Z; Channel 12 AZ Central News – AZ Midday; ABC15 Arizona – Sonoran Living
- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio
- Video: CDC Childhood Obesity PSA Video; ADHS School Health Advisory Council PSA; ADHS Farmers’ Market Promotion Video

Awards and Recognitions

- Excellence in Practice, Association of State and Territorial Public Health Nutritionists, 2013
- Emerging Dietetics Leader, Academy of Nutrition and Dietetics, 2012
- The White House, *Let’s Move!* Recognition Award, May 2012

Education

Master of Science, Nutrition and Dietetics

- Central Michigan University, Mt. Pleasant, MI

Bachelor of Science, Nutrition Science

- University of Nevada Las Vegas, Las Vegas, NV

Credentials

RDN, Registered Dietitian Nutritionist

Publications

Contributing Subject Matter Expert to the Centers for Disease Control and Prevention (CDC) - *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)*

Pending Publications – *Academy of Nutrition and Dietetics: Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition*

Professional Memberships

- American Public Health Association
- Arizona Public Health Association
- Academy of Nutrition and Dietetics (AND) Member
 - Public Health Nutrition Dietetics Practice Group (DPG)
 - Hunger and Environmental Nutrition (HEN) Dietetics Practice Group (DPG)
- Arizona Academy of Nutrition and Dietetics (AZ-AND) Member, Public Policy Coordinator
- Local First Arizona
- Urban Land Institute

CURRICULUM VITAE

Felicia E. Trembath

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Phoenix, AZ 85048

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Education

PhD Candidate in Epidemiology, Purdue, West Lafayette, IN. January 2010 – present. Expected graduation December 2015. Research area: Health Policy, Breed Specific Legislation, Disease Surveillance Systems. Adviser: Alan Beck

Master of Public Health, Purdue, West Lafayette, IN. December 2009. Thesis: “A Rhetorical Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery.” Adviser: George Avery

Master of Public Health, University of Texas Health Science Center- Dallas Branch, Dallas, TX. Concentration: Epidemiology and infectious diseases. Research interests: effect of diseases in animal population on human health, meningitis and school aged children. Degree not completed.

Bachelor of Science, Community Health Education, Brigham Young University, Provo, UT. April 2000. Research interests: needs assessments, program planning, historical significance of plague, genetic mutations conferring resistance to HIV infection.

Honors and Awards

Executive Board Member, (2014-2015), International Society for Disease Surveillance, Boston, MA.

Outstanding Student Abstract, (2014), International Society for Disease Surveillance Conference, Philadelphia, PA.

Health Systems Integration Program Fellow (2014-2015), Centers for Disease Control, Phoenix, AZ.

Invited Lecturer, (March 2012) “Overview of Public Health” 4th year Veterinary Student Public Health Rotation, Purdue University, West Lafayette, IN.

Bilsland Strategic Initiatives Fellow (2010-2011), Purdue University, West Lafayette, IN.

Invited Lecturer, (April 2011) “How Guidelines Shape Policy” WALLA Health Economics Short Course, West Lafayette, IN.

Invited Lecturer, (September 2010) “Descriptive Epidemiology” HK 445: Principles of Epidemiology, Purdue University, West Lafayette, IN.

Invited Lecturer, (Fall 2008) “Genetic Diseases and Other Inborn Errors” HK 365: Principles of Community Health Promotion, Purdue University, West Lafayette, IN.

Invited Lecturer, (April 2008) “Infectious Disease Epidemiology” HK 445: Principles of Epidemiology, Purdue University, West Lafayette, IN.

Research

Publications

Trembath, FE. The effect of animals on the cardiovascular health of humans. HABRI Central.org. 2015. HABRI Foundation. In press.

Trembath, FE. Animal-assisted intervention for people with cancer. HABRI Central.org. 2015. HABRI Foundation. May, 2015. <https://habricentral.org/resources/48075>.

Trembath, FE. Animal exposure, asthma, and allergies. HABRI Central.org. 2015. HABRI Foundation. February 23, 2015. <http://habricentral.org/resources/45851>.

Trembath, FE. Implementation of electronic patient care records in the delivery of emergency medical services: A white paper for emergency medical service providers. 2014. Maricopa County Department of Public Health.

Trembath, FE. An analysis of the challenges and possible solutions for dog bite injury surveillance. *Online Journal of Public Health Informatics*. 2015;7(1):e94

Trembath, FE. Practitioner attitudes and beliefs regarding the role animals play in human health. HABRI Central.org. 2014. HABRI Foundation. February 24, 2015. <http://habricentral.org/resources/44219>.

Trembath, FE, Beck, A. RE: Preventable factors associated with dog bite fatalities [editorial]. *JAVMA*. 2014;245(1):39-41

Publications in Progress

Trembath, FE. A meta-analysis of the effectiveness of breed specific legislation. (expected submission early Fall 2015)

Trembath, FE. The current status of breed specific legislation in the United States. (expected submission early Fall 2015)

Trembath FE, Avery, G. An analysis of the impact of obstetrical recommendations on the availability of vaginal birth after cesarean delivery. (expected submission Fall 2015)

Select Presentations

Trembath, F. (June 2015). *Experience Using an Online Survey to Assist in a Foodborne Outbreak Investigation*, presented at CSTE annual conference. Boston, MA.

- Trembath, F. (December 2014). *An Analysis of the Challenges and Possible Solutions for Dog bite Injury Surveillance*, presented at ISDS annual conference, Philadelphia, PA.
- Trembath, F. (April 2014). *Breed Specific Legislation in the United States: is it Effective or is the Ban Worse than the Bite?* Presented in CPB departmental seminar, West Lafayette, IN.
- Trembath, F. (March 2014). *The Importance of Context when Analyzing Data*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (February 2014). *Evaluating Breed Specific Legislation*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (November 2013). *Analysis of Clustered Data*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (March 2012). *Understanding Risk Assessment*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (September 2012). *An Overview and Discussion of the Phenomenon of Vaccine Refusal*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (February 2012). *Infectious Disease Epidemiology: Select concepts and a Case Study*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (November 2011). *An Explanation and Application of Dummy Coding*, presented in epidemiology group seminar, West Lafayette, IN.
- Cahill K, Avery GH, **Trembath F**, Beck J, Trent E. (April 2011). *Working Together: An Examination of Integrated Health Care Delivery Systems in the United States and Recommendations for Future Reform Efforts*, panel presentation at MPSA Conference, Chicago, IL.
- Trembath, F. (April 2011). *Survey Implementation and Design: Survey Results and Lessons Learned*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (April 2011). *Unintended Outcomes in Pregnancies Complicated by Diabetes: Analysis of a Local Database*, poster presented at Chronic Disease Research Poster Session, West Lafayette, IN.
- Trembath, F. (November 2010). *The Move Towards "Voluntary" Accreditation in Public Health*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (April 2010). *An Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (June 2009). *A Rhetorical Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery*, poster presented at Academy Health conference, Chicago, IL.

Trembath, F. (September 2008). *Analyzing the Rhetoric of Physician Oriented Literature on Vaginal Birth after Previous Cesarean Delivery*, poster presented at the RCHE conference, West Lafayette, IN.

Trembath, F. (May 2005). *Sheridan Coordinated School Health Program's Activities and Successes*, poster presented to parents, teachers, and students at Sagebrush elementary school, Sheridan County School District #1, Sheridan, WY.

Wyoming Department of Health Epidemiology Section. (August 2003). *Syndromic Surveillance for Bioterrorism Events*, group poster presented at CDC conference, Miami, FL.

Wyoming Department of Health Epidemiology Section. (August 2003). *Review of Statewide Bioterrorism Preparedness Exercises*, group poster presented at CDC conference, Miami, FL.

Utah Department of Health Environmental Epidemiology Section. (March, 2000). *Preliminary Results of the Relationship between Childhood Asthma and Environmental Hazards*, group poster presented at CDC conference, Atlanta, GA.

Select Research Projects

The Role of the Centering Model for Pregnancy in the Current Healthcare Climate. Evaluated the current climate surrounding healthcare and the role that the centering model for pregnancy might play in meeting the six aims for improving healthcare created by The Institute of Medicine as well how it may factor into the mandate for Accountable Care Organizations established by the Patient Protection and Affordable Care Act. 2013.

Concept Analysis: Locus of Control in Decision Making amongst Pregnancies Complicated by Diabetes. Reviewed theories of external and internal locus of control in decision making. Applied knowledge of these theories to pregnancies complicated by diabetes to evaluate the decisions that are made in terms of diagnostic screening, cesarean sections, and surgical infections. 2013.

Comparison of Screening Methods for Gestational Diabetes. Evaluated the current screening methods for gestational diabetes, paying particular attention to the different diagnostic thresholds. Developed a study to evaluate the cost-effectiveness of one versus two step screening methods. 2013.

An Evaluation of Vaccine Refusal. Evaluated the concept of vaccine refusal by reviewing the historical background, the current literature, and identifying public health concerns. Identified key areas for future research and strategies to combat vaccine refusal. 2012.

The Impact of Childcare Needs and Family Responsibilities on Graduate Students at Purdue University. Analyzed the impact of childcare and family responsibilities on graduate students at Purdue. Researched and summarized available resources for students. 2011.

Addressing Childhood Obesity in the City of Lafayette. As part of a team, researched the issue of childhood obesity in Lafayette, Indiana and prepared a policy brief for the parks and recreation department on how they could assist in addressing the issue. 2011.

A Review of the Current Knowledge and Attitudes Toward Public Health Accreditation. Conducted a systematic review of the literature on public health accreditation. Identified key themes among articles that had been published and identified gaps in the current knowledge. 2010.

Risk Perceptions and How Individual's Make Decisions in Areas of High Uncertainty. Analyzed knowledge on risk perception and applied that to how individuals make medical decisions in the face of high uncertainty as to the outcomes. 2010

The Moderating Effect of Severity on Estimation of Disease Frequencies. Developed a theory for how the perceived severity of a disease may moderate a person's application of the recognition heuristic. Designed a study to test the hypothesis that the use of the recognition heuristic in estimations of disease frequencies is moderated by perceived severity of the recognized disease. 2010.

Cesarean Sections in the United States. Researched topics regarding cesarean sections in the United States, including reasons for the increase in the cesarean section rate, issues surrounding vaginal birth after a cesarean delivery, and professional guidelines that address cesarean sections. 2009-2010.

Pregnancies Complicated by Diabetes. Synthesized and analyzed local data on pregnancies complicated by diabetes. Reviewed background information and wrote a report summarizing findings. 2009.

Applying Social Marketing Strategies to Breast Tissue Bank Donations. Amalgamated current knowledge on two social marketing theories, and developed strategies for those theories to be applied to potential breast tissue bank donors in order to increase donations of health breast tissue. 2009.

Myocardial infarction and EMS Response in Indiana. Reviewed background and assisted with literature review of myocardial infarction and first responder response time and actions in Indiana. 2007.

History of Meningitis Vaccinations. Conducted literature review of the history of meningitis vaccinations in order to effectively evaluate the newly licensed vaccine, Menactra™. 2005

Prevalence of Salmonella in Asymptomatic Shelter Cats. Designed study to conduct random sample of shelter cats in Sheridan County in order to establish the carrier status of asymptomatic felines. 2005.

Case Studies of Wyoming's Four Human Plague Cases. Compiled records from Wyoming Department of Health and the CDC to evaluate all aspects of the four human cases of plague recorded in Wyoming. 2004.

Aquatic Injury Reduction Project, Texas Department of Health. Researched communities who had reduced aquatic injuries and deaths to identify effective strategies for lowering the aquatic injury rate in Texas. 2001.

Professional Development

Certifications

AHA First Aid and CPR Instructor, 2007 – present

Professional Affiliations

AcademyHealth

Arizona Public Health Association

Council of State and Territorial Epidemiologists

Healthcare Information and Management Systems Society

Indiana Public Health Association

International Society for Disease Surveillance

National Association of City County Health Officials

Purdue Public Health Student Association

Service

International Society for Disease Surveillance, Board of Directors 2015- present

AzPHA, Annual Awards Selection Committee Member 2014

Primary Teacher, 8-9 year old class, Church of Jesus Christ of Latter-day Saints, 2014-present

Social Chair, Public Health Student Association, 2011-2012

INPHA Conference Volunteer, April 2011

HKGSO Philanthropy Committee Member, 2010-2012

Volunteer, Family Promise Organization, 2009- present

Assisted with message branding, Susan G. Komen Foundation, 2009

Data Collection Volunteer, Susan G. Komen Foundation, 2009

Volunteer, Lafayette Urban Ministry, 2008-present

MPH Internship, IU Arnett Health Endocrinology division, 2008-2009

President of Master of Public Health Student Panel 2008-2009

Spearheaded development of Masters of Public Health Student Panel

Data Collection Volunteer, PALS program, 2008-2009

Teacher, Church of Jesus Christ of Latter-day Saints, 2004-2005, 2009-present

Nursery Child Care worker, Church of Jesus Christ of Latter-day Saints, 2007-2009

Women's Organization President, Church of Jesus Christ of Latter-day Saints, 2005-2006

Redesigned public health information graphs, Texas Department of Health, 2001

Community Health Internship, Utah Department of Health, 2000

Continuing Education

Designing and Managing Public Health Information Systems, Public Health Informatics Institute, Atlanta, GA, Fall 2014

Summer Course in Biostatistics and Epidemiology, The Ohio State University, July 2008

Tickborne diseases in WY, Wyoming Department of Health, Cheyenne, WY, June 2004.

Grant Writing, AmeriCorps, Casper, WY, September 2006.

Computer Programs, Platforms and Languages

Proficient

Microsoft Office Suite, Corel Word Perfect, SPSS, Qualtrics, Blackboard, Endnote

Competent

EpiInfo, SAS, ArcGIS

Novice

SQL, Python, HL7

Professional Experience

Academic Teaching Positions

Summer 2010	Intro to Vet School (Summer Residential), Purdue University GERI. Instructor.
Summer 2010	Astronomy (Super Summer), Purdue University GERI. Instructor.
Spring 2010	Stress & Human Health (HK 233), Purdue University. Instructor.
Summer 2009	Intro to Epidemiology (Summer Residential), Purdue University GERI. Instructor.
Summer 2009	Spies Like Us (Super Summer), Purdue University GERI. Instructor.
Spring 2009	Super Science (Super Saturday), Purdue University GERI. Instructor.
Spring 2009	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 2008	First Aid & CPR (HK 280), Purdue University. Instructor.
Spring 2008	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 2007	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 1999	Human Development (FAMSC 210), BYU. TA.
Winter 1999	Human Development (FAMSC 210), BYU. TA.
Fall 1998	Human Development (FAMSC 210), BYU. TA.

Research Positions

- 2011-2014 **Team member** on the HABRICentral project, which developed a platform to synthesize resources on human animal bond research. School of Veterinary Medicine, Purdue University, West Lafayette, IN.
- 2010 **Lead researcher** evaluating childcare needs among graduate students. Office of Graduate Studies, Purdue University, West Lafayette, IN.
- 2008-2009 **Team member** researching best practices in worksite wellness. Technical Assistance Program, Purdue University, West Lafayette, IN.
- 2007 **Team member** researching rural cardiovascular outcomes. Health and Kinesiology Department, Purdue University, West Lafayette, IN.
- 2000 **Team member** researching the spatial relationship between childhood asthma and environmental hazards. Environmental Epidemiology Section, Utah Department of Health, Salt Lake City, UT.

Professional Positions

- 2014- present **HSIP Fellow**, Centers for Disease Control, Phoenix, AZ. Work on various informatics projects dealing with the integration of health systems and data. Assist with a ROI project for the dental sealant program run by the Office of Oral health. Lead data collection and analysis for a multi-state outbreak of Salmonella saintpaul and an outbreak of Campylobacter jejuni involving 100 persons.
- 2011- 2014 **Research Assistant**, Purdue University, West Lafayette, IN. Assist with the creation of the Human Animal Bond Research Institute (HABRI) at Purdue University. Help with the development and population of the interactive website. Compile and index individually authored chapters of relevant texts. Compose white paper briefs on various topics dealing with the human-animal bond relationship. Supervised undergraduate students working on various aspects of the project.
- 2007-present **Instructor**, American Heart Association, Dallas, TX. Teach various courses, including Heartsaver® first aid and CPR for the general public and Basic Life Support for healthcare professionals. Stay abreast of latest developments and updates to first aid and CPR protocol.
- 2010-2013 **Assistant Soccer Coach**, West Lafayette High School, West Lafayette, IN. Responsible for day to day operations of JV soccer team, including planning practices, developing game strategy, and coaching during games. Supervised JV coaching staff. Assisted with day to day operations of the Varsity team, including practices and game management.
- 2010 **Instructor**, Purdue University, West Lafayette, IN. Developed and delivered classroom curriculum for various courses. Created all grading criteria including exams, quizzes, and homework assignments.
- 2008-2009 **Worksite Facilitator and Trainer**, Technical Assistance Program, Purdue University, West Lafayette, IN. Assisted with the development, facilitation, and delivery of worksite

wellness trainings for local manufacturing businesses. Synthesized databases of existing worksite information. Researched various topics and helped add to existing community resources database. Supervised trainers who assisted with projects and training development.

- 2008-2009 **Intern**, IU Arnett Health, Lafayette, IN. In charge of synthesizing and analyzing data on pregnancies complicated by diabetes that had been collected by endocrinology staff. Synthesized databases, reviewed data for errors, consulted patient records to locate as much missing information as possible. Analyzed data using logistic regression in SPSS™. Wrote and delivered a report summarizing my experiences and findings.
- 2007-2009 **Instructor**, Purdue University, West Lafayette, IN. Taught 7 sections, totaling 142 students. Developed and delivered classroom curriculum. Created all grading criteria including exams, quizzes, and homework assignments. Certified eligible students in AHA Heartsaver First Aid & CPR. Responsible for supervising other instructors teaching the same course.
- 2005-2006 **Americorps Vista**, Sheridan Community Education Foundation, Sheridan, WY. Oversaw fluoride rinse program, expanded program from 20% to 85% coverage of eligible children. Supported and developed Healthy School Teams at 4 locations. Lead teams in creating School Health Improvement Plans and implementing ideas. Responsible for data storage, management and analysis in order to evaluate program outcomes.
- 2002-2004 **Field Epidemiologist**, Wyoming Department of Health, Sheridan, WY. Followed up on reports of Rocky Mountain Spotted Fever, Colorado tick fever, tularemia, Hepatitis A, strep group A, viral meningitis, and West Nile virus for the entire state of Wyoming. Conducted outbreak investigations as necessary, including a salmonella outbreak at a dormitory school and a Norwalk outbreak in Yellowstone national park. Researched the history of tickborne diseases in Wyoming to identify historical trends. Involved with the creation of the statewide syndromic surveillance system to detect outbreaks and/or bioterrorism events.
- 2001 **Aquatics Director**, YWCA of Dallas, Dallas, TX. Supervised all pool operations and aquatic staff. Developed new programs to offer the community, including water exercise classes and CPR classes. Managed data systems for aquatics related events.
- 1997- 2000 **District Supervisor**, City of Austin Aquatics, Austin, TX. Supervised summertime operation of nine aquatic facilities and close to 100 staff members. Responsible for all aspects of pool operations, including staff scheduling and pool safety. Conducted ongoing employee training on a weekly basis. Certified to teach lifeguarding, CPR for the professional rescuer, and First Aid. Taught swimming lessons, and coached competitive swimming team.
- 2000 **Epidemiology Intern**, Utah Department of Health, Salt Lake City, UT. Researched and prepared reports on a wide array of topics, including soil contamination and rabies. Provided infectious disease information to the public. Abstracted, compiled, maintained,

and analyzed data on the relationship between childhood asthma cases and the location of environmental hazards using GIS.

1998-1999 **Teaching Assistant**, Brigham Young University, Provo, UT. Assisted with 5 sections of class totaling over 1,000 students. Conducted review sessions, helped with classroom instruction, and taught class when necessary. Created and evaluated examinations. Graded written assignments. Supervised and trained other teaching assistants.

References

Dr. Alan Beck, Director, Center of the Human-Animal Bond; Professor, Comparative Pathobiology, Purdue University, West Lafayette, IN 47907.

Tel: (765) 494-0854, email: abeck@purdue.edu

Dr. George Avery, Health Services Researcher, American Health Data Institute, Indianapolis, IN 46250.

Tel: (765) 490-5178, email: drgavery@hotmail.com

Judy Stallman, State Supervisor, Wyoming Public Health Nursing, Division of Community & Public Health, Wyoming Department of Health, Sheridan, WY 82801

Tel: (307) 763-0931, email: judy.stallman@wyoming.gov

Shauna Stapleton, MPH

814 S. 27th St. • Lafayette, IN 47904
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Education

Master of Public Health (MPH): Purdue University, Lafayette, IN
Degree Obtained: May 2013

Provisional Teaching Certificate
Buena Vista University, Storm Lake, IA
Received: August 2009

Bachelor of Science (BS): Purdue University, Lafayette IN
Major: Entomology
Degree Obtained: May 2009

Employment/Internships

Public Health Coordinator: Purdue University Feb 2015–Present
College of Health and Human Sciences

- Work closely with the Director of Public Health to sustain and grow the Master of Public Health (MPH) program
- Plan and execute internship opportunities for the MPH program
- Assist with accreditation procedures and documents
- Provide academic counseling to MPH students
- Assisting with community-based projects, including organizing a local preparedness forum and local health department accreditation

Head Girls Varsity Soccer Coach: West Lafayette Community School Corporation Jul 2013–Present

- Run practices/games, manage a coaching staff of seven, and mentor athletes
- Provide parent communications through the use of weekly newsletters and website

District 4 Planning Coordinator: BC Forward March 2013–Dec 2014
Indiana State Department of Health, Division of Public Health Preparedness and Emergency Response

- Assist local health departments with the development of emergency response plans, training and exercises, and volunteer management
- Address gaps in plans identified in After Action Reports and Improvement Plans
- Assist with the completion of annual grant requirements
- Prioritize goals, schedule deadlines, and setup work meetings
- Provide assistance with ongoing Ebola preparedness meetings, trainings, and outreach

Research Assistant: Purdue University Aug–May 2013

- Researched predictors of health care utilization and bypass behavior of the Safety Net system in Marion County, Indiana

Public Health Intern: Benton County Health Department, Fowler, IN Jan–March, 2013

- Assisted in restaurant inspections and vital records training
- Obtained certification in food sampling procedures
- Obtained certification in NIMS emergency training
- Assisted in preparedness community drills and preparation
- Updated the public health services resource book

Public Health Intern: Hanna Community Center, Lafayette, IN

May-Jul 2012

- Acted as Senior Wellness Program coordinator
- Developed a tracking system for the fitness center
- Developed weekly balance and strength class
- Developed a weekly nutrition class
- Co-wrote a grant for \$1,000
- Co-planned and implemented a community fitness camp

**Science Department Chair: Confluence Preparatory Academy
Teach For America, St. Louis**

June 2009-2011

- One of 5,000 chosen, from 35,000 applicants, to teach in a lower-income area. Received training through a 5-week camp in Atlanta.
- *Placement:* Confluence Preparatory Academy
2009-2010 Taught Biology, and Physical Science
2010-2011 Taught Biology and Honor's Biology
- 52% passing rate on Biology State Exam, highest among the public city schools
- *Leaderships Positions:* Science Department Chair, Leadership Team, Curriculum Writer, Teacher Mentorship Program Coordinator, Assistant Basketball Coach

Disney Professional Internship at EPCOT, Orlando, FL

Jun-Jan 2009

- Reared leafminer parasitic wasps for biological control in the hydroponic greenhouses. Gave tours four times a week to guests and assisted in maintenance of greenhouse plants.

Super Saturday Coordinator, Purdue University, IN

Spring 2008 and 2009

- Coordinator and teacher for Science on Six Legs education program held by the Entomology Dept. for gifted children under the GERI program.

Biological Sciences Aid, Wright-Patterson Air Force Base, Dayton, OH

May 2005-Aug 2008

- Returned during school breaks to aid in histology, necropsy, husbandry, preparation of animal labs for medical students, research, and in shadowing the veterinarian's on staff. Certified in Good Lab Practices and CPR.
- Earned employee award for performance in 2007.

Lab Assistant, Entomology Department, Purdue University

Oct. 2004-Jun 2005

- Developed lab procedures for the insect ecology course.

Publications/Presentations

Orstad S, Stapleton S, McDonough M, Troped P. A Systematic Review Comparing Perceived and Objective Neighborhood Built Environment Measures and their Relationships with Physical Activity. (Submitted for Publication)

Stapleton, S, Finlayson T, Ohmit A, Hunte H. Correlates of Past Year Dental Health Visits: Findings from the Black Men's Health Study of Indiana. (Submitted for Publication)

Poster Presentation at the Society for Epidemiologic Research: Correlates of Past Year Dental Health Visits: Findings from the Black Men's Health Study of Indiana. Jun 2013

Poster Presentation at the Indiana Public Health Conference: An Exploratory Analysis of the Relationship between Race and Place in Understanding Racial/Ethnic Differences in Hypertension Prevalence and Control in an Adult Sample. Third place winner. April 2012

Panel Presentation at the Indiana Public Health Conference: A Panel Presentation of the Black Men's Health Study. Presented analysis from the Black Men's Health Study conducted by the Indiana Minority Health Coalition. April 2012

Capstone Project: Created online malaria document for travelers. Includes information such as lifecycle of the plasmodia, antimalarial medications, treatments, countries at risk, information on the insect host, history of malaria etc. Spring 2009

Professional Development

- *Camden Coalition Webinar Series*-Described an innovative healthcare system Jul-Aug 2012
- *Closing the Gap in Health Conference*-Teach For America conference for alumni acting as leaders in the health sector. Discussed TFA's role in fighting health disparities. Jun 2012
- *Indiana Public Health Conference*-Attended panel presentations, volunteered, and maintained a public health booth for Purdue. April 2012
- *COPHI Group*-Lecture series on health disparities. Fall 2011-Present
- *SAVI Training*-Attended lectures and webinars on the Indianapolis based GIS website. Fall 2011
- *Colloquia Series*-Attend lecture series in the Health and Kinesiology department at Purdue on health promotion and research. 2011-2013

College Activities**Graduate**

- *President of Public Health Student Organization (PHSA)*-Supervise and direct outreach programs, professional development, and social support for graduate students. Act as liaison between faculty and students. Jan 2012-Present
 - *Coordinated Spring Fest outreach booth on sun safety
 - *Coordinated monthly nutrition classes at the Hanna Community Center
 - *Coordinated panel discussion and free screening of the documentary "Escape Fire: The Fight to Rescue American Healthcare"
- *MPH Advisory Board Student Representative*-Review documents describing the planning goals and focus of the MPH program committees Fall 2011-Present
- *MPH Planning Committee Student Representative*-Review and edit agenda topics for the faculty meetings. Fall 2011-Present
- *Health and Kinesiology Graduate Student Organization (HK GSO)*-Acts as liaison between the HK GSO and the MPH GSO. Fall 2011
- *Reindeer Relay Committee Member*-Charity 10k run held in December of 2012. Supervised race day logistics, maintained documents, and aided in race advertisement. Fall 2011

Undergraduate

- *Mortar Board Barbara Cook Chapter*-Senior honor society consisting of 36 students selected from the student body. Selected based on their performance in leadership, service, and scholarship. Provided community service and recognition ceremonies to Purdue and W. Lafayette 2007-2008
- *Purdue Women's Varsity Soccer Team*-Participated as starter for four years, elected captain in fourth year. Set varsity record of games played with 87. Team hosted NCAA tournament in senior year and achieved top 5 rankings. 2004-2008
- *Agricultural Awards Committee*-Selected award and scholarship winners for faculty and students in the College of Agriculture. Spring/Fall 2007
- *Big Brother Big Sister Program*-Met weekly with little sister; providing mentorship and friendship. 2007-2009

Study Abroad Experiences

- *Costa Rica*-Studied organism diversity and sustainable farming techniques Engaged in culture enriching experiences May-Jun 2008
- *Monarchs in Mexico*-Studied the overwintering sites of Monarch butterflies. Explored heritage, culture, and history of Mexico City Winter 2007

Scholarships/Fellowships**Graduate**

- *David M. Knox Fellowship*- Awarded to masters-seeking students to enhance the diversity of the graduate student body through the recruitment of students with diverse backgrounds, views and experiences 2011-2012

Undergraduate

- *Intercollegiate Athletic Full Scholarship* 2004-2009
- Pest Control Conference Academic Scholarship 2007
- Gruel Memorial Scholarship 2006, 2007
- Roland and Winona Rhodes Family Scholarship 2006
- Austin Frishman Scholarship 2005

Grants/Funding

- Hanna Center Minority Health Coalition Grant for Kick Start to Fitness Camp, \$1,000 June 2012
- Completed a 3-hr seminar on grant writing Spring 2013

Awards

Academic

- Indiana Public Health Conference Third Place Winner 2012
- *Flora Roberts Award*-Outstanding senior woman award of Purdue. 2008
Chosen for outstanding, leadership, scholarship and service. Name is inscribed on a campus pillar.
- Entomology Student of the Year 2005, 2006, 2007, 2008
- *ESPN the Magazine Academic All-America First Team* 2007
- Dean's List and Semester Honors 2004, 2005, 2006, 2007
- Athletic Director's Honor Roll 2004, 2005, 2006, 2007
- Academic All Big Ten 2005, 2006, 2007
- Mortar Board Freshman Scholar Athlete 2005

Athletic

- *Reamer Club Varsity Walk Award*-One varsity athlete is selected each year 2008
for providing the school with the most national recognition. Name is inscribed on a campus pillar.
- NSCAA(National) Player of the week 2007
- Soccer Buzz Third Team All-American 2007
- Big Ten Medal of Honor 2008
- All-Region First Team 2007
- NCAA Qualifier 2005, 2006, 2007
- Big Ten Tournament Team 2006, 2007
- Washington Tournament Offensive MVP 2007
- Big Ten Offensive Player of the Week 2007
- Buzz Team of the Week 2007
- Big Ten First Team All-Conference 2007
- Big Ten Tournament Champion 2007
- Big Ten Tournament Offensive MVP 2007
- Hall of Fame Network-Named to top 15 student-athletes you've probably never heard of. 2008

Appendices

Sample Conference/Event Materials

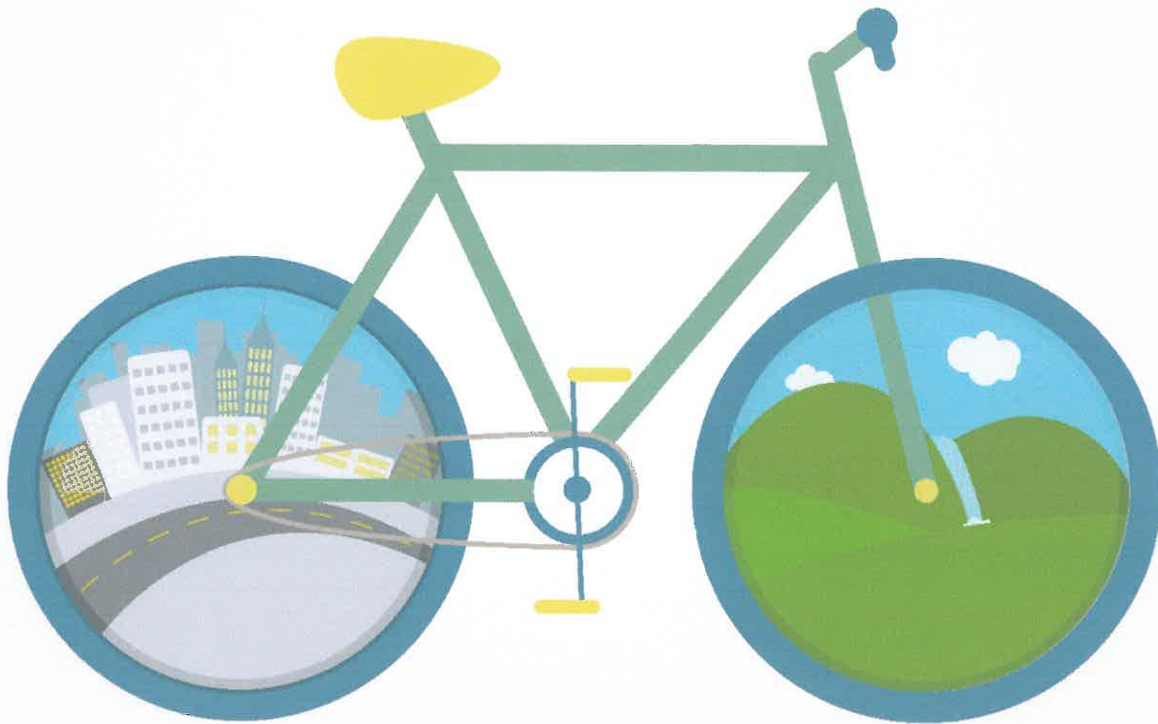
Consultation for Public Health Emergency Preparedness/Emergency Management
Conference (*Gila County RFP No. 062615-2*)



Sample Save the Dates (Sent Electronically via Email Marketing Applications)

Save the Date

Healthy Community Design
Monday, July 23, 2014
9AM - 3PM @ The Flagstaff Aquaplex



For More Information Contact
adrienneudarbe@pinnacleprevention.org

Second Annual Adolescent Summit

Connecting Hope: Creating Success for Adolescents through Action

SAVE THE DATE

OCTOBER 28TH, 2015 from 8:00 AM - 4:00 PM

Phoenix Airport Marriott - 1101 N. 44th Street Phoenix, AZ 85008

LEARN MORE



Connecting Hope: Creating Success for Adolescents through Action

Second Annual Adolescent Summit for Maricopa County

Wednesday, October 28th, 2015 - Phoenix Airport Marriott

Agenda

8:00 AM – 9:00 AM Breakfast, Networking, and Registration

9:00 AM – 9:15 AM Welcome and Summit Overview
Maricopa County Department of Public Health

9:15 AM – 10:15 AM Opening Keynote: Inspiring Youth to Their Best Future
Kenya Solomon Masala, X8 Interactive Drumming and Source Consulting Group

10:15 AM – 10:30 AM Morning Break

10:30 AM – 11:30 AM What's Working in Adolescent Wellbeing
Healthy Teen Network

11:30 AM – 12:15 PM Lunchtime Connections - Transition to Afternoon Breakouts

12:15 PM – 1:00 PM Breakout 1

INSPIRATION: Opportunity Youth – Be inspired by a youth-led panel comprised of youth from Opportunity Youth discussing the top three issues facing youth in Phoenix and what they feel they need for connection and engagement.

INFORMATION: Here's What We Know – Gain valuable information and insight about youth trauma, crisis, and how to connect with resources and services.

CONNECTION: Our Vision for Tomorrow – Connect with each other at this interactive session. Learn from each other about what's working in your agencies and provide input on what support you need for ongoing success.

1:00PM – 1:10PM Breakout Transition

1:10 PM – 1:55 PM Breakout 2 - Repeat Rotation

1:55PM – 2:05PM Breakout Transition

2:05 PM – 2:50 PM Breakout 3 - Repeat Rotation

2:50 PM – 3:00 PM Afternoon Break - Transition Back to Closing Keynotes
Closing Keynote - "Ask Me"

3:00 PM – 3:45 PM The Voice of Maricopa County Youth

3:45 PM – 4:00 PM Closing and Evaluation - Touchstone Behavioral Health





Health Improvement Partnership of Maricopa County (HIPMC) Summit

IMPROVING COMMUNITY HEALTH THROUGH COLLECTIVE ACTION

CONNECT. COLLABORATE. INNOVATE.

Wednesday, April 15th, 2015 - Desert Willow Conference Center

AGENDA

8:00 AM – 9:00 AM Breakfast, Networking, and Registration

9:00 AM – 9:15 AM Welcome

Raquel Gutierrez, PhD, St. Luke's Health Initiatives

9:15 AM – 10:15 AM Opening Keynote

Kenya Solomon Masala,
X8 Interactive Drumming and Source Consulting Group

10:15 AM – 10:30 AM Morning Break - Transition to Breakouts

10:30 AM – 11:15 AM Breakouts Sessions

HIPMC Team

- Connect Breakout
- Collaborate Breakout
- Innovate Breakout

11:15 AM – 11:30 AM Breakouts Session Rotation

11:30 AM – 12:15 PM Breakouts Sessions

HIPMC Team

- Connect Breakout
- Collaborate Breakout
- Innovate Breakout

12:15 PM – 1:15 PM Lunch

1:15 PM – 2:00 PM Breakouts Sessions

HIPMC Team

- Connect Breakout
- Collaborate Breakout
- Innovate Breakout

2:00 PM – 2:15 PM Afternoon Break

2:15 PM – 3:00 PM Telling Your Story

Abbie Fink, HMA Public Relations

3:00 PM – 3:45 PM Closing Keynote

Dr. Pamela Thompson, MD, ASU College of Health Solutions

3:45 PM – 4:00 PM Closing Call-to-Action

Dr. Bob England, Maricopa County Department of Public Health



HEALTH IMPROVEMENT
PARTNERSHIP OF
MARICOPA COUNTY





Health Improvement Partnership of Maricopa County (HIPMC) SUMMIT EVALUATION

IMPROVING COMMUNITY HEALTH THROUGH COLLECTIVE ACTION

CONNECT. COLLABORATE. INNOVATE.

Wednesday, April 15th, 2015 - Desert Willow Conference Center

Please rate the following HIPMC Summit sessions by placing an X in the appropriate box.

Session/Speaker	The session was engaging and presented effectively.				I can apply the content of this session to my work.			
	STRONGLY AGREE	AGREE	DISAGREE	STRONGLY DISAGREE	STRONGLY AGREE	AGREE	DISAGREE	STRONGLY DISAGREE
Opening Keynote: K. Solomon Masala								
Connection Breakout: Seth Fritsch								
Collaboration Breakout: Mary Mezey								
Innovation Breakout: Becky Henry								
Telling Your Story: Abbie Fink								
Closing Keynote: Dr. Pamela Thompson								

What did you learn that you will share with others from today's Summit?

What are the areas that were unclear from today's Summit?

What do you suggest we change or include at future HIPMC meetings/events?



HEALTH IMPROVEMENT
PARTNERSHIP OF
MARICOPA COUNTY



Thank You!





HEALTH IMPROVEMENT
PARTNERSHIP OF
MARICOPA COUNTY

HIPMC Summit

Improving Community Health Through Collective Action

CONNECT. COLLABORATE. INNOVATE.

April 15, 2015

Desert Willow Conference Center





“Unity is strength... when there
is teamwork and collaboration,
wonderful things can be achieved.”

—MATTIE STEPANEK

Welcome to the 2015 Health Improvement Partnership of Maricopa County (HIPMC) Summit! We're excited to have this opportunity to expand our connections, reflect on how we can further collaborate, and consider new opportunities to innovate how we approach collective action to health improvement.

Whether your organization is large or small, health-related or not, the HIPMC Summit brings together all those passionate about promoting health and wellness within our community. Those attending today represent a diverse cross-section of our community, including health, education, worksites, nonprofit, government, and more. If this is your first time at a HIPMC event, welcome! We invite you to stop by our information table to learn more about us and how your organization can become involved. You can also send us an email at hipmc@mail.maricopa.gov.

For those that are familiar with HIPMC, we hope you find a spark of inspiration or make a new connection today that further energizes your work. We appreciate the dedication, responsiveness, and collaborative spirit of our HIPMC partner organizations in this collective effort. Thank you for your time and contributions to making Maricopa County a healthier place to live, learn, work, and seek care.

MAKE IT A GREAT DAY!



SUMMIT AGENDA

8:00 AM – 9:00 AM Breakfast, Networking, and Registration

9:00 AM – 9:15 AM Welcome
Raquel Gutierrez, PhD, St. Luke's Health Initiatives

9:15 AM – 10:15 AM Opening Keynote
Kenya Solomon Masala,
X8 Interactive Drumming and Source Consulting Group

10:15 AM – 10:30 AM Morning Break - Transition to Breakouts

Breakout Session Rotation

The colored sticker on your name badge determines the topic order that you will follow during the three scheduled breakout sessions. See below for details.



10:30 AM – 11:15 AM Breakout Sessions

Breakout #1: "Cultivating Connections"

Facilitator: Seth Fritsch, Maricopa County Dept. of Public Health

Location: Cottonwood Ballroom

Description: This session will explore opportunities to strategically leverage connections with other HIPMC partners to advance your work.

Breakout #2: "Collaboration Through a Different Lens"

Facilitator: Mary Mezey, Maricopa County Dept. of Public Health

Location: Desert Star Meeting Room

Description: This session will feature some of the photos submitted for the 'Young Voices' Photo Challenge that were identified as barriers to community health. Collaborate with each other and share how you would address the identified barriers impacting the health and wellness of Maricopa County's future generations.

Breakout #3: "Perspectives in Innovation for Community Health"

Facilitator: Becky Henry, Maricopa County Dept. of Public Health

Location: Golden Poppy Meeting Room

Description: Innovation can be transformative in how we approach our work to improve community health. This session will explore how we each define innovation in our own work and then how we may collectively define innovation as part of the greater HIPMC network.

11:30 AM – 12:15 PM Breakout Sessions

REPEAT SESSIONS (see previous descriptions)

12:15 PM – 1:15 PM Lunch

1:15 PM – 2:00 PM Breakout Sessions

REPEAT SESSIONS (see previous descriptions)

2:00 PM – 2:15 PM Afternoon Break

2:15 PM – 3:00 PM Telling Your Story
Abbie Fink, HMA Public Relations

3:00 PM – 3:45 PM Building Healthy Communities Through Innovative Partnerships
Dr. Pamela Thompson, MD
ASU College of Health Solutions

3:45 PM – 4:00 PM Future Steps for HIPMC
Dr. Bob England, Director
Maricopa County Department of Public Health

Connect after the Summit!

More information on Summit presentations at HIPMCSummit.org

GUEST SPEAKERS



K. Solomon Masala, Morning Keynote

K. Solomon Masala, is a national organizational development consultant and educator - but don't think he's just another talking head. With a charismatic style and effusive energy, he engages clients in highly impactful learning processes, yielding powerful connections. He ushers training participants through the hard work of deepening and expanding excellence, inspiring them to celebration. Solomon is principal of the Source Consulting Group and taps into a rare magnetism, he fosters collaboration with invigoration and vitality. For 20 years he's developed and delivered powerful kinesthetics - meaning you get out of your seat, you experience, you engage, and you 'do' what's being learned. Learning not only sticks - it keeps expanding after the training. Solomon employs this energy in everything: he believes inspiration is an engagement tools; add that to the research and data on what works and you have something powerful every collaboration needs.



Abbie S. Fink, "Telling Your Story"

Abbie S. Fink is vice president/general manager of HMA Public Relations and has been with the firm since 1993. Her varied marketing communications background includes skills in media relations, digital communications/social media strategies, community relations and marketing promotions for both the private and public sectors. She is a past president of the Phoenix Chapter of the Public Relations Society of America and is a member of the Public Relations Society of America's Counselors Academy and serves on the executive board as its 2015 chair. She has received awards from the PRSA, including the Phoenix chapter's highest honor, the Percy Award for her commitment to the industry, International Association of Business Communicators and the City of Phoenix Mayor's Commission on Disability Affairs for her work in media relations. Fink has both a master's degree in mass communications and a Bachelor of Arts degree in journalism/public relations from the Walter Cronkite School of Journalism and Telecommunication at Arizona State University. She is an adjunct faculty member at Arizona State University, teaching classes for both the Lodestar Center for Philanthropy and Nonprofit Innovation and the School of Community Resources and Development and previously with the Center for the Advancement of Small Business.



Dr. Pamela Thompson, Closing Keynote

Dr. Pam Thompson completed her Doctor of Medicine (MD) and residency training in Family Medicine at the University of Alberta in 2004. She completed an additional training program in Emergency Medicine at the University of Calgary in 2005. Dr. Thompson has worked as a Family Physician since 2005 in both rural areas and urban centers. Dr. Thompson has strong interests in the areas of homelessness, immigrant health,

justice, addiction & mental health. She has experience working as a member of interdisciplinary health teams that specialize in treating individuals facing multiple barriers to health care. Since she began practicing medicine, Dr. Thompson has taken an interest in providing care to underserved populations and has been an active member of organizations and committees that were solution-focused with the community in mind. She was the Co-Chair of the Prevention Sub-Committee for the Committee to End Homeless in Calgary; the Director of a highly innovative housing and health start up program in Calgary; and was appointed as a Member of the Board for the Alberta Secretariat for Action on Homelessness which developed a 10 Year Plan to End Homelessness for the province. Dr. Thompson has provided consulting services to the Government of Alberta where she developed a provincial model to integrate services for individuals with complex needs involved in the Criminal Justice System. In 2010, Dr. Thompson received an Award of Exceptional Recognition from the Calgary Police Service in acknowledgment of establishing the Pathways Diversion Court Process. In 2011, as a member of the Alberta Secretariat, the group received the Premier's Award of Excellence for the first year implementation of the Provincial 10 Year Plan to End Homelessness.

Upon moving to Arizona she worked as an Assistant Professor at Arizona State University (ASU) in the College of Health Solutions. While at ASU she initiated a student run health initiative called Student Health Outreach for Wellness (S.H.O.W.) which focuses on an interprofessional team approach to providing health and wellness services to those experiencing homelessness in Maricopa County. She has recently been appointed to the St. Luke's Health Initiatives Board of Trustees. Currently, Dr. Thompson works as an Integrated Healthcare Consultant for the Arizona Department of Health Services, Division of Behavioral Health Services and for Mercy Maricopa Integrated Care.



Marcus Johnson, Summit Emcee

Marcus Johnson serves as Assistant Director of Policy & Advocacy for the Arizona Hospital & Healthcare Association, where he utilizes a keen understanding of issues affecting health care systems, patients and policymakers to drive meaningful change across Arizona's health care landscape. Equipped with a background in public health, Marcus has gained extensive experience in systemic approaches focused on prevention, and has developed a unique perspective to help bridge the worlds of health care and public health. His career has taken him through every level of the socio-ecological model of health, spanning from one-on-one health coaching, to corporate wellness management, to policy development and legislative advocacy.

Marcus earned his Master's degree in Public Health and a Bachelor's in Physiology from The University of Arizona, and is dedicated to enabling healthier environments in which communities can thrive. He enjoys all outdoor activities, playing fetch with his dog, Norman, and remaining a stubbornly optimistic fan of the Dallas Cowboys.

BREAKOUT FACILITATORS



Mary Mezey, MSW, Maricopa County Department of Public Health

Mary Mezey, supervisor of the Office of Community Empowerment, is a community-focused, social worker with a strong commitment to addressing the needs of underserved populations. Skilled in community engagement, program planning, partnership development and building capacity within teams, she has 16 years of experience working with the community to improve the quality of life for Maricopa County residents through evidenced-based programs, initiatives and

community planning efforts. Mary is a proud alumna of Arizona State University where she received her Bachelor and Master degrees in Social Work. Currently, Mary is the Supervisor of the Office of Community Empowerment at the Maricopa County Department of Public Health and resides in Tempe with her husband and their dog, Cupcake.



Becky Henry, Maricopa County Department of Public Health

Becky Henry is a Performance Improvement Coordinator with the Maricopa County Department of Public Health where she currently works with public health programs, the HIPMC and other community partners to conduct quality improvement projects, implement evaluations and facilitate strategic planning. She has a degree in Community Health Education, is trained in facilitation, evaluation and quality improvement methods and has completed the Standards of Quality for Family

Strengthening and Support Certification Training. As a public health professional she has worked with a variety of community partners addressing a range of community health priorities and disease risk factors including coordinating tobacco free advocacy programs, supervising a coordinated school health program, providing and evaluating the Maricopa County Community Health Improvement Plan among other things.



Seth Fritsch, Maricopa County Department of Public Health

Seth Fritsch is the Strategic Initiatives Coordinator for Maricopa County Department of Public Health and oversees operations for the Health Improvement Partnership of Maricopa County (HIPMC). Some partners may know Seth through his previous role as Community Development Coordinator with the Preventive Health Collaborative (PHC). Seth serves on the Board of Directors for Safe Kids Coalition Maricopa County and is a member of the 2014-2015 cohort in

the American Express Leadership Academy at ASU Lodestar Center. He also holds unique experience as a Returned Peace Corps Volunteer having served in western Ukraine. During his two-year assignment, he engaged with local community members to realize numerous health promotion and anti-human trafficking campaigns. Seth wholeheartedly enjoys bringing together leaders to collaboratively grow the health of the community.



**HEALTH IMPROVEMENT
PARTNERSHIP OF
MARICOPA COUNTY**

The Health Improvement Partnership of Maricopa County (HIPMC) is a collaborative effort between Maricopa County Department of Public Health and more than 60 public and private organizations addressing priority health issues through the Community Health Improvement Plan (CHIP).

The HIPMC provides a forum to share ideas and resources as well as a data-driven process to identify gaps and barriers to health improvement, especially among vulnerable populations.

The HIPMC embraces the following Vision and Values, as established by the Maricopa County Community Health Assessment team in 2012.

VISION

Empowered communities working together to reach optimal health and quality of life for all.

VALUES

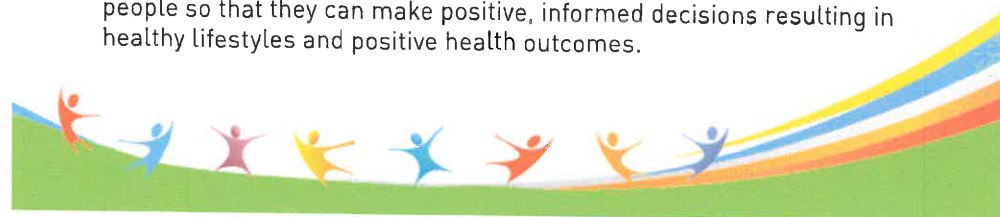
Diversity – Understanding, respecting, celebrating, and welcoming all people regardless of ethnicity, income, gender, age, heritage, or lifestyle

Health Equity – Optimizing health conditions for all groups, especially for those who have experienced socioeconomic disadvantages or historical injustices

Collaboration – Networked communities working together with mutual respect and cooperation

Access – Providing quality, comprehensive healthcare, and community services that are navigable, accessible, and affordable to all community members

Education – Providing tools, encouragement, and knowledge to all people so that they can make positive, informed decisions resulting in healthy lifestyles and positive health outcomes.



The Community Health Improvement Plan

The Community Health Improvement Plan (CHIP) is a community-wide action plan for addressing priority health issues in Maricopa County over the next five years, as determined through a comprehensive Community Health Assessment (CHA) process concluded in 2012.

The CHIP identifies areas where we can have the largest impact on improving the quality of life for all Maricopa County residents, particularly the most vulnerable in our community, by reducing preventable illness and death. The five priority issues being addressed in the 2012-2017 CHIP are: obesity; diabetes; lung cancer; cardiovascular disease; and access to care.

The Maricopa County CHIP uses a framework similar to Arizona Chronic Disease Strategic Plan and the National Prevention Strategy, which align prevention strategies along four community sectors: Where We Live (Community), Where We Work (Worksites), Where We Learn (Education), and Where We Seek Care (Healthcare). This approach addresses chronic disease in places where people spend significant amounts of time and reflects the importance of wellness and prevention in all aspects of our lives. Emphasis is placed upon utilizing evidence based-strategies and policy, systems, and environmental approaches to impact health priorities.



Community Health Improvement Plan
Maricopa County 2012 – 2017
www.hipmc.org

As we enter the next CHA cycle in the coming year, a new set of health priorities will be identified and prioritized for Maricopa County. As part of HIPMC, you play a vital role in that process. And through the strength of our foundation, we can then set forth new strategies and measurable objectives to help further our efforts in creating a healthier, more vibrant Maricopa County.

Partnering for Success:

WORKING TOGETHER FOR A HEALTHIER COMMUNITY

The HIPMC provides a forum to share ideas and resources as well as to identify gaps and barriers to existing services in our community. Meetings are held quarterly to provide updates to ongoing health improvement initiatives and further collaboration opportunities within the network. In addition to working alongside our community partners, Maricopa County Department of Public Health provides:

- Data Support & Resources
- Access to Evidence-Based Policies & Programs
- Determining Goals & Objectives
- Strategic Coordination & Action Planning
- Networking Opportunities
- Evaluation (including survey reviews)
- Marketing & Communication
- Meeting coordination and support

There is a space for everyone at the HIPMC,
for every level of engagement!

For questions, please contact Strategic Initiatives Coordinator
Seth Fritsch at (602) 372-0456 or email us at hipmc@mail.maricopa.gov.





hipmc@mail.maricopa.gov | www.hipmc.org

Special thanks to the following organizations for
their support of the HIPMC 2015 Summit:





Building Healthy Places

Free Workshop

The Community Plan Collaborative is pleased to invite you to participate in a **free Building Healthy Places Workshop** to learn more about the link between human health and development as a core component of advancing thriving communities. This workshop will showcase valuable strategies, resources, and best practices to inspire new ways of thinking about how the planning and design of our communities directly support the health of our citizenry.

Community Plan is a groundbreaking partnership of eight statewide agencies engaging in educational activities to support local and regional public officials' decision-making around important community issues.

This FREE interactive Building Healthy Places Workshop seeks participation from municipal and county entities throughout the region - all elected and appointed public officials, land use planners, economic, community development, and transportation professionals, and health specialists interested in gaining proactive strategies for cities, towns, and counties to use in ensuring the way we plan and design our communities will support healthy lifestyles for our residents now, and for future generations.

BUILDING HEALTHY PLACES *Free* WORKSHOP

June 25, 2014

10am – 2pm

(Lunch will be provided)

Pima Association of Governments

1 E. Broadway Blvd, Suite 401
Tucson, AZ 85701

[Click here to REGISTER](#) (*hurry space is limited*)

Questions? Contact Adrienne Udarbe at adrienneudarbe@pinnacleprevention.org if you have any questions about the workshop or how to register.

On behalf of the Community Plan Collaborative, we look forward to your participation at this interactive workshop that will help you advance healthy, thriving communities!



Evaluation

1. Which local jurisdiction in Pima County do you represent?

2. How would you describe your role in the community? (Public Official, Planning, Transportation, Economic Development, Health Professional, etc.)

3. On a scale from 1 to 10 (with 1 being the lowest and 10 being the highest) where is Building Healthy Places on your list of priorities?

1 2 3 4 5 6 7 8 9 10

4. On a scale from 1 to 10 (with 1 being the lowest and 10 being the highest) how would you rate today's Building Healthy Places workshop?

1 2 3 4 5 6 7 8 9 10

5. On a scale from 1 to 10 (with 1 being the lowest and 10 being the highest) how likely are you to implement a new Building Healthy Places practice you learned about at the workshop today?

1 2 3 4 5 6 7 8 9 10

Which one(s) _____

6. What is the greatest barrier in implementing (current or anticipated) Building Healthy Places practices?

Time

Collaboration difficulties

Political will / leadership

Financial restraints

Communication difficulties

Other _____

7. In terms of your collaboration efforts with multidisciplinary professionals, which areas do you feel the MOST confident in? (Circle all that apply)

Land use planning

Transportation

Real estate development

Housing

Finance and infrastructure

Economic development

Zoning

Health

Other _____

8. In terms of your collaboration efforts with multidisciplinary professionals, which areas do you feel the **LEAST** confident in? (Circle all that apply)

Land use planning	Transportation
Real estate development	Housing
Finance and infrastructure	Economic development
Zoning	Health
Other _____	

9. In which areas, could you use additional support? (Circle all that apply)

Leadership	Identifying opportunities in the community
Collaboration	Tailoring concepts to community needs
Communication	Leveraging resources
Assessing the needs of the community	Other _____

10. Please feel free to provide contact information below if you are interested in information about future Community Plan workshops:

On behalf of the Community Plan Collaborative, **THANK YOU** for participating in the Building Healthy Places Workshop today to help you advance healthy, thriving communities!



Required Documents



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONTRACT 091514
HERBICIDE WEED CONTROL AT PINAL CEMETERY
SUPERIOR ENVIRONMENTAL SOLUTIONS, INC.**

Effective September 17, 2014, Gila County and Superior Environmental Solutions entered into a contract whereby Superior Environmental Solutions, Inc. agreed to provide herbicide weed control at the Pinal Cemetery.

The contract expires September 16, 2015. Per page 6, Article 13-Term, of the contract, the County shall have the right to renew the contract for two (2) additional one (1) year periods.

Amendment No. 1 to Contract No. 091514 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from September 17, 2015 to September 16, 2016. This extension will enable the Contractor to spray at the optimum time when the weeds are at full potency, thereby improving elimination results.

Contractor will continue to bill for services pursuant to the Fee and Schedule of the original Service Agreement, but in no event shall charges for the September 17, 2015 to September 16, 2016 extension exceed \$4,800.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the September 17, 2015 to September 16, 2016 term of the contract.

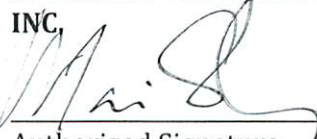
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of September, 2015.

GILA COUNTY


Don E. McDaniel, Jr./County Manager

CONTRACTOR

**SUPERIOR ENVIRONMENTAL SOLUTIONS,
INC.**


Authorized Signature

MARIO SANCHEZ
Print Name

UNITED STATES DEPARTMENT OF JUSTICE

Washington, D. C. 20535

MEMORANDUM FOR THE ATTORNEY GENERAL

SUBJECT: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO. 080514 PORTABLE TOILET SERVICE

BUCKHEAD MESA LANDFILL

Effective August 26, 2014, Gila County and Quality Pumping LLC entered into a contract whereby Quality Pumping LLC agreed to provide Portable Toilets and Service to Buckhead Mesa Landfill.

The contract expires August 25, 2015. Per page 6, Article 14 – Term: the County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods.

Amendment No. 1 to Service Agreement 080514 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from August 26, 2015 to June 30, 2016.

Contractor will continue to bill for services pursuant to the Fee and Schedule of the original Service Agreement, but in no event shall charges for the August 26, 2015 to June 30, 2016 extension exceed \$2,255.68 without prior written agreement of the County.


All other terms and conditions of the original agreement shall remain in full force and affect during the August 26, 2015 to June 30, 2016 term of the contract.


IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of September, 2015.

GILA COUNTY

QUALITY PUMPING LLC


Don E. McDaniel, Jr., County Manager


Authorized Signature


Print Name

AMENDMENT NO. 1

The following amendments are hereby incorporated into the original Agreement of Service dated 10/10/10:



**SAN DIEGO COUNTY
DEPARTMENT OF PUBLIC WORKS
HUNTERBROOK RIVER PROJECT**

1. The term of the Agreement of Service shall be extended to 10/10/15.

2. The term of the Agreement of Service shall be extended to 10/10/15.

3. The term of the Agreement of Service shall be extended to 10/10/15.

4. The term of the Agreement of Service shall be extended to 10/10/15.

5. The term of the Agreement of Service shall be extended to 10/10/15.

6. The term of the Agreement of Service shall be extended to 10/10/15.

SAN DIEGO COUNTY

SAN DIEGO COUNTY

Authorized Signature

Authorized Signature

Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

**SERVICE AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER**

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

Health Services would like to increase the contract amount by an additional Two Thousand dollars and no/100's (\$2,000.00) to ensure that funds are available to cover costs incurred on Service Agreement No. 022514-1, *if needed*, throughout the remainder of the contract term.

AMENDMENT NO. 1 to Service Agreement No. 022514-1, will serve to increase the original contract amount of Twenty Thousand dollars and no/100's (\$20,000.00) by Two Thousand dollars and no/100's (\$2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and no/100's (\$22,000.00) through October 13, 2015.

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2014 to October 13, 2015 term exceed Twenty-Two Thousand dollars and no/100's (\$22,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2014 to October 13, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of September, 2015.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 9/29/15

MESSINGER MORTUARY & CHAPEL, INC.:


Signature

Joseph A Leaser
Print Name



AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 041613-1

The following amendments are hereby incorporated into the agreement for the below project

**SERVICE AGREEMENT 041613-1
MISCELLANEOUS TREE REMOVAL**

BOB LEE AND SONS TREE SERVICE

Effective April 25, 2013, Gila County and Bob Lee and Sons Tree Service entered into a contract whereby Bob Lee and Sons Tree Service agreed to provide miscellaneous removal of potentially hazardous trees to Gila County for a term of twelve (12) months, ending April 24, 2014.

Amendment No. 1 to Service Agreement No. 041613-1, was executed on March 19, 2014 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 25, 2014 to April 24, 2015, for a contract amount of not to exceed Two Thousand dollars and no/100's (\$2,000.00) without prior written approval from the County.

Amendment No. 2 to Service Agreement 041613-1 was executed on February 18, 2015 to increase the original contract amount by Two Thousand Three Hundred dollars and no/100's (\$2,300.00), for a revised contract amount of Four Thousand Three Hundred dollars and no/100's (\$4,300.00).

Amendment No. 3 to Service Agreement No. 041613-1 was executed on April 22, 2015 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 25, 2015, to April 24, 2016 with a not to exceed contract amount of Two Thousand dollars and no/100's (\$2,000.00).

Amendment No. 4 to Service Agreement 041613-1 will serve to increase the contract amount by Three Thousand Five Hundred dollars and no/100's (\$3,500.00), *if needed, and as requested by the County*, for the April 25, 2015 to April 24, 2016 contract term, for a revised contract amount of Five Thousand Five Hundred dollars and no/100's (\$5,500.00), *if needed, and as requested by the County*.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 25, 2015 to April 24, 2016 renewal period.

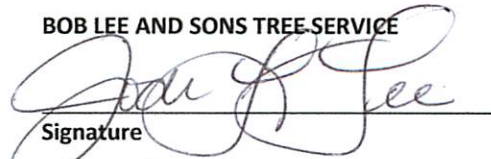
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of September, 2015.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 9/29/15

BOB LEE AND SONS TREE SERVICE


Signature
Jodi Lee
Print Name

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL MECHANIZATION



OFFICE OF THE SECRETARY
BUREAU OF AGRICULTURAL MECHANIZATION
MANILA

TO: THE SECRETARY, DEPARTMENT OF AGRICULTURE
FROM: THE SECRETARY, BUREAU OF AGRICULTURAL MECHANIZATION
SUBJECT: [Illegible]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]



AMENDMENT NO. 5 to SERVICE AGREEMENT NO. 041613

The following amendments are hereby incorporated into the agreement for the below project

**SERVICE AGREEMENT 041613
MISCELLANEOUS TREE REMOVAL**

TREE PRO

Effective April 25, 2013, Gila County and Tree Pro entered into a contract whereby Tree Pro agreed to provide miscellaneous removal of potentially hazardous trees to Gila County for a term of twelve (12) months, ending April 24, 2014.

Amendment No. 1 to Service Agreement No. 041613, was executed on May 29, 2013 to increase the original contract amount by One Thousand Six Hundred dollars and no/100's (\$1,600.00), for a revised contract amount of Three Thousand Six Hundred dollars and no/100's (\$3,600.00) for the April 25, 2013 to April 24, 2014 contract term.

Amendment No. 2 to Service Agreement 041613 was executed on March 26, 2014 to allow for Gila County to exercise the option to renew the term of the contract for one additional year, from April 25, 2014 to April 24, 2015.

Amendment No. 3 to Service Agreement No. 041613 was executed on February 10, 2015 to increase the contract amount by One Thousand Five Hundred dollars and no/100's (\$1,500.00), for a revised contract amount of Five Thousand One Hundred dollars and no/100's (\$5,100.00) for the April 25, 2014 to April 24, 2015 contract term.

Amendment No. 4 to Service Agreement 041613 was executed on April 22, 2015 to allow for Gila County to exercise the option to renew the term of the contract for one additional year, from April 25, 2015 to April 24, 2016 at the original contract amount of \$2,000.00 .

Amendment No. 5 to Service Agreement 041613 will serve to increase the contract amount by Three Thousand Five Hundred dollars and no/100's (\$3,500.00), *if needed, and as requested by the County*, for the April 25, 2015 to April 24, 2016 contract term, for a revised contract amount of Five Thousand Five Hundred dollars and no/100's (\$5,500.00), *if needed, and as requested by the County*.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 25, 2015 to April 24, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of September, 2015.


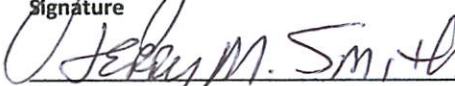
GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date:

9/29/15

TREE PRO:


Signature

Print Name



AMENDMENT NO. 1 TO SERVICE AGREEMENT NO. 041613
The following amendments are hereby incorporated into the agreement
for the below project

MISCELLANEOUS TREE REMOVAL
SERVICE AGREEMENT DETAILS

TREE PNO

Effective April 22, 2013, Gila County and Tree Pro entered into a contract whereby Tree Pro agreed to provide miscellaneous removal of potentially hazardous trees to Gila County for a term of twelve (12) months ending April 21, 2014.

Amendment No. 1 to Service Agreement No. 041613 was executed on May 29, 2013, to increase the original contract amount by One Thousand Six Hundred dollars and no/100's (\$1,600.00) for a revised contract amount of Three Thousand Six Hundred dollars and no/100's (\$3,600.00) for the April 22, 2013 to April 21, 2014 contract term.

Amendment No. 2 to Service Agreement 041613 was executed on March 27, 2014 to allow for Gila County to exercise the option to renew the term of the contract for one additional year from April 22, 2014 to April 21, 2015.

Amendment No. 3 to Service Agreement No. 041613 was executed on February 10, 2015 to increase the contract amount by One Thousand Five Hundred dollars and no/100's (\$1,500.00) for a revised contract amount of Five Thousand One Hundred dollars and no/100's (\$5,100.00) for the April 22, 2014 to April 21, 2015 contract term.

Amendment No. 4 to Service Agreement 041613 was executed on April 23, 2015 to allow for Gila County to exercise the option to renew the term of the contract for one additional year from April 22, 2015 to April 21, 2016 at the original contract amount of \$5,100.00.

Amendment No. 5 to Service Agreement 041613 will serve to increase the contract amount by Three Thousand Five Hundred dollars and no/100's (\$3,500.00). If needed, and as requested by the County, for the April 22, 2015 to April 21, 2016 contract term, for a revised contract amount of Five Thousand Five Hundred dollars and no/100's (\$5,500.00). If needed, and as requested by the County.

All other terms, conditions and provisions of the original Contract shall remain the same and apply unless the April 22, 2013 to April 21, 2016 contract period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each of which shall include original signatures and in all purposes be deemed an original thereof, have been duly executed by the parties hereto on this _____ day of _____, 2015.

GILA COUNTY
Don E. Dominguez, County Manager
Date: _____
Print Name
Signature
Tree Pro
Signature
Tree Pro



AMENDMENT NO. 2 TO SERVICE AGREEMENT NO. 072514

The following amendments are hereby incorporated into the contract documents for the below stated project:

ANNUAL LIFT INSPECTION AND SAFETY TRAINING

PUBLIC WORKS: TIMBER & COPPER REGIONS

Effective August 06, 2014, Gila County and Mohawk Automotive Lifts Southwest entered into a contract whereby Mohawk Automotive Lifts Southwest agreed to provide Annual Lift Inspection and Safety Training to the Public Works: Timber & Copper Regions.

Amendment No. 1 to Service Agreement 072514 was executed on July 29, 2015 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from August 06, 2015 to August 05, 2016.

Public Works would like to increase the original contract amount of One Thousand Ninety Two dollars and no/100's (\$1,092.00) by an additional Five Hundred Ninety dollars and 31/100's (\$590.31) to cover the cost of repairs needed on the Lifts in Globe.

Amendment No. 2 to Service Agreement 072514 will serve to increase the contract amount by an amount of Five Hundred Ninety dollars and 31/100's (\$590.31) for a new total contract amount of \$1,682.31.

Contractor will continue to bill for services pursuant to the Fee and Schedule of the original Service Agreement, but in no event shall charges for the August 06, 2015 to August 05, 2016 extension exceed \$1,682.31 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the August 06, 2015 to August 05, 2016 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of September, 2015.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

MOHAWK AUTOMOTIVE LIFTS SOUTHWEST


Authorized Signature

MICHAEL GREEN
Print Name

PROFESSIONAL SERVICES AGREEMENT NO.

081015-1

**LEGAL REPRESENTATION TO THE GILA
COUNTY SHERIFF'S CORP LOCAL BOARD**

THIS AGREEMENT, made and entered into this 5TH day of OCTOBER, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the "County", and Grasso Law Firm, P.C., 2121 West Chandler Blvd., Suite 100, Chandler, AZ 85224, hereinafter designated the "Firm".

WITNESSETH: That the Firm, for and in consideration of the sum to be paid to the Firm by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for itself, its heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF SERVICES: The Firm agrees to provide legal representation to the Gila County Sheriff's CORP Local Board, per Attachment "A" to Professional Services Agreement No. 081015-1 - Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

DUTIES AND RESPONSIBILITIES

The Firm shall provide duties as follows:

Per Attachment "A" to Professional Services Agreement No. 081015-1 - Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein.

ARTICLE II - FEES: For the services provided by the Firm under this agreement, financial compensation from the County will be as follows:

Per Attachment "A" to Professional Services Agreement No. 081015-1 – Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein.

ARTICLE III -TERMINATION: This Agreement shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V- INSURANCE REQUIREMENTS: The Firm agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance. The Firm agrees to provide the County with certificates evidencing the coverage specified.

ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Pursuant to A.R.S. § 41-4401, Firm hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws")- Firm shall further ensure that each approved subcontractor who performs any work for Firm under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Firm and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Firm's obligations.

Firm shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE VIII - LAWS AND ORDINANCES: This Agreement shall be enforced under the laws of the State of Arizona. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE X - TERM: The term of the contract shall commence on July 1, 2015 and continue in full force and effect up through and including June 30, 2016, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE XI - PAYMENT: Firm shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$5,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Firm. Purchase orders sent to the Firm reflect these terms and conditions and they apply to all invoices received by the County.

The Firm shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Firm does not have a current W-9.

Invoices: All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St, Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

ARTICLE XII – Legal Representation Agreement of August 6, 2015


The terms and conditions contained in the Legal Representation Agreement of August 6, 2015, Attachment "A" to Professional Services Agreement No. 081015-1, are incorporated by this reference into this Agreement. In the event of any conflict between the terms and conditions of the Legal Representation Agreement or the terms and conditions of this Agreement, the terms and conditions of this agreement shall control.

By signing this Agreement, the Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY:

GRASSO LAW FIRM, P.C.


Don E. McDaniel, Jr., County Manager


Signature

APPROVED AS TO FORM:


Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



Hannah Auckland, Attorney
(480) 739-1206 - direct line
hauckland@grassolawfirm.com

August 6, 2015

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED MATERIAL

VIA EMAIL

jsgroi@gilacountyaz.gov
Jeannie Sgroi
Contracts Administrator
Gila County Finance
Guerrero Building
1400 East Ash St.
Globe, AZ 85501

Re: Legal Representation Agreement: Gila County Sheriff CORP Local Board

Dear Ms. Sgroi:

Thank you for your email requesting that I begin serving as legal counsel for the Gila County Sheriff CORP Local Board. We appreciate your interest in retaining GRASSO LAW FIRM, P.C., to serve as the Board's legal counsel in accordance with Arizona Revised Statutes § 38-893.N.

The Arizona State Bar recommends that each client be clearly informed in writing of the terms of engagement when employing legal counsel. We believe this is a good practice, and have adopted it as our own policy. Therefore, we would like to take this opportunity to set out the terms of our representation.

Retainer. Although we normally require a retainer, based on the Local Board's status as a government client, we are not asking for a retainer at this time. Invoices for fees and costs will be rendered on a monthly basis for time expended and costs incurred during the previous month.

Fees and Costs. We determine our fees by multiplying the number of hours worked on your behalf by the hourly rates of the attorneys and paralegals who provide services to you. We adjust our rates periodically. They are available to you at any time upon request.



Main Office
2121 W Chandler Blvd, Suite 100
Chandler, Arizona 85224

1425 W Elliot Road, Suite 201
Gilbert, Arizona 85233

grassolawfirm.com

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED MATERIAL
Gila County Sheriff CORP Local Board
August 6, 2015
Page 2

I will be your primary contact at the GRASSO LAW FIRM and I am willing to serve at a reduced billing rate of \$240 per hour (my current hourly rate is \$275). Should any other attorney or paralegal at the firm work on your matters, their time will be billed as follows:

Attorneys	\$240 per hour
Paralegals	\$110 per hour

We record and bill for our time in tenths of an hour. Our bills will include the time we spend researching factual and legal issues, negotiations, conferences, review and preparation of various documents or pleadings, attending Local Board meetings, conducting discovery, making court appearances, travel, telephone calls and emails.

As I have done in the past, I will work with the Local Board to establish procedures to minimize the Board's legal expenses (such as telephone consultations and telephone "stand-by" procedures for routine Board meetings).

In addition to our fees, you will be responsible for charges and expenses we incur on behalf of the Local Board. We normally charge them to you monthly as the firm receives and processes bills. Our standard costs are set forth in the attached sheet. In the unlikely event of costs or third-party charges that exceed \$500, we may ask you to pay those invoices directly and in a timely manner.

Because the Board is required to retain independent counsel and the Gila County Sheriff's Office is required to pay for the Board's counsel (A.R.S. § 38-893.N), I suggest that this Legal Representation Agreement be presented to the Chairman of the CORP Local Board and the appropriate governmental authority if such governmental approval is necessitated by County procurement requirements.

The GRASSO LAW FIRM prepares statements each month for mailing by the 15th. The statements will show the fees and charges incurred during the previous month. We will address our statements to you at the above address unless directed otherwise. If you wish to have us furnish copies to anyone else, please let us know. Our federal taxpayer identification number appears on our statements.

Our invoices are due and payable upon receipt. We may withdraw from the representation, after reasonable notice, if our bills are not paid when due. We reserve the right upon 10 days advance notice to you to charge interest on past due amounts at 1.5% per month.



ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED MATERIAL
Gila County Sheriff CORP Local Board
August 6, 2015
Page 3

We may furnish budgets or other estimates of fees or costs based on our experience and understanding of the matter. Any estimate is not intended to be binding, is subject to unforeseen circumstances, and is by its nature inexact. It is not considered a "cap" or "flat fee" unless expressly stated in writing.

Retention of Documents. During our representation, we are likely to receive copies or originals of documents or other materials belonging to you or others. Once the matter to which those materials relate has been concluded, we will have no further responsibility to maintain such materials unless we expressly agree otherwise. If you do not ask for the return of such materials within one year after the closing of the matter to which they relate, we may destroy them in accordance with our normal file retention policies.

Other Matters. This letter sets forth the terms of our engagement on this matter and, unless other terms are specifically agreed to, on any matters we are later asked to handle.

As I am sure you are well aware, the attorney-client relationship is one of mutual trust and confidence. As the responsible attorney, I will do my very best to see that you are satisfied not only with the firm's services, but also with the fees charged for those services. Should you have any questions or comments regarding our services, our fees, or the status of the case, please do not hesitate to contact me.

I very much appreciate this opportunity to work with the Gila County Sheriff CORP Local Board. I encourage you or the Board to bring to our attention at any time any questions or concerns you or the Board may have concerning either our services or our fees.

If this letter and the terms of our representation, including the charges for our professional services and costs, are acceptable to you, please sign and date this letter and return the original signature at your earliest convenience. Please be advised that we require that the signed copy of this letter be returned prior to commencing work on your projects.

Sincerely,



Hannah Auckland

Enclosures



ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED MATERIAL
Gila County Sheriff CORP Local Board
August 6, 2015
Page 4

I HAVE REVIEWED THIS LETTER AND
THESE TERMS ARE APPROVED

DATE: 10-05-15



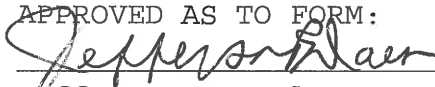
NAME, TITLE [E.G. BOARD SECRETARY OR CHAIRMAN]
GILA COUNTY SHERIFF CORP LOCAL BOARD
Michael A. Pastor, Board Chairman

DATE: 10/5/15



NAME, TITLE [E.G. COUNTY MANAGER]
GILA COUNTY Don E. McDaniel, Jr.

APPROVED AS TO FORM:



Jefferson R. Dalton

Deputy County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



STATEMENT OF CHARGES

Mail: There is no charge for regular mail unless a single mailing exceeds \$10.00. Clients are charged the actual cost of express mail and bulk mailings, as well as air express mail couriers.

Photocopying: Clients are charged \$0.20 per page for photocopies that are done in-house at GRASSO LAW FIRM, P.C. When the size of photocopying job, nature of a photocopying job, or time constraints dictate, photocopying jobs will be sent to outside vendors, and clients are charged the actual costs charged by the outside vendor.

Facsimile: Clients are charged \$0.50 per page plus the telephone expense for outgoing faxes.

Messengers: Clients are charged the actual costs of outside messenger service. In some instances, GRASSO LAW FIRM personnel may be used in lieu of an outside messenger service to reduce delivery time. In such cases, client agrees to pay such delivery charges comparable to those of outside messenger services.

Computer Research: GRASSO LAW FIRM uses Westlaw computer-assisted research. GRASSO LAW FIRM bills clients for any services not covered by GRASSO LAW FIRM's standard plan.

Other Litigation Costs: Any other charges to GRASSO LAW FIRM from third-parties in connection with its clients' representation are charged to the client at GRASSO LAW FIRM's actual cost. When asked by GRASSO LAW FIRM, clients may be required to pay larger third-party invoices directly and in a timely manner.





AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 043014

The following amendments are hereby incorporated into the agreement for the below project

REPAIRS TO FIRE PANELS AND SMOKE ALARMS IN GILA COUNTY BUILDINGS

ADVANCED CONTROLS CORPORATION

Effective July 2, 2014, Gila County and Advanced Control Corp. entered into a contract whereby Advanced Control Corp. agreed to provide inspections for all Fire Alarm Panels, for various Gila County Buildings for a term of two (2) years, ending December 31, 2015.

AMENDMENT NO. 1 to Service Agreement No. 043014, was executed on October 01, 2014 to increase the contract amount by Five Thousand dollars and no/100's (\$5,000.00), to include the cost of repairs, should they be needed to be performed, for a new contract amount of Eleven Thousand, Four Hundred Seventy-Six dollars and 40/100's (11,476.40).

The Public Works Department would like to increase the contract amount by an additional Six Thousand Four Hundred Seventy-Six dollars and 40/100's (\$6,476.40) to provide annual Fire Alarm Inspections that are due before the end of the contract term ending on December 31, 2015.

Amendment No. 2 to Service Agreement No. 043014 will serve to increase the contract amount by Six Thousand Four Hundred Seventy-Six dollars and 40/100's (\$6,476.40) for a new contract amount of Seventeen Thousand Nine Hundred Fifty-Two dollars and 80/100's (17,952.80).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 1, 2014 to December 31, 2015 renewal period.

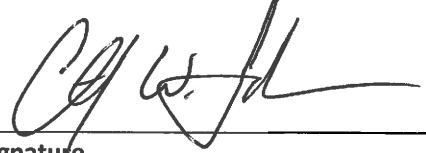
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 06th day of OCTOBER, 2015.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 10/6/15

ADVANCED CONTROLS CORPORATION


Signature
CHRISTOPHER W. TOBEN
Print Name

PROFESSIONAL SERVICES AGREEMENT NO. 081015

**LEGAL REPRESENTATION TO THE GILA
COUNTY SHERIFF'S PSPRS LOCAL BOARD**

THIS AGREEMENT, made and entered into this 26th day of OCTOBER, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the "County", and Grasso Law Firm, P.C., 2121 West Chandler Blvd., Suite 100, Chandler, AZ 85224, hereinafter designated the "Firm".

WITNESSETH: That the Firm, for and in consideration of the sum to be paid to the Firm by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for itself, its heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF SERVICES: The Firm agrees to provide legal representation to the Gila County Sheriff's PSPRS Local Board, per Attachment "A" to Professional Services Agreement No. 081015 – Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

DUTIES AND RESPONSIBILITIES

The Firm shall provide duties as follows:

Per Attachment "A" to Professional Services Agreement No. 081015 – Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein.

ARTICLE II - FEES: For the services provided by the Firm under this agreement, financial compensation from the County will be as follows:

Per Attachment "A" to Professional Services Agreement No. 081015 – Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein.

ARTICLE III -TERMINATION: This Agreement shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V- INSURANCE REQUIREMENTS: The Firm agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance. The Firm agrees to provide the County with certificates evidencing the coverage specified.

ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Pursuant to A.R.S. § 41-4401, Firm hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws")- Firm shall further ensure that each approved subcontractor who performs any work for Firm under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Firm and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Firm's obligations.

Firm shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE VIII - LAWS AND ORDINANCES: This Agreement shall be enforced under the laws of the State of Arizona. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE X - TERM: The term of the contract shall commence on July 1, 2015 and continue in full force and effect up through and including June 30, 2016, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE XI - PAYMENT: Firm shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$8,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Firm. Purchase orders sent to the Firm reflect these terms and conditions and they apply to all invoices received by the County.

The Firm shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Firm does not have a current W-9.

Invoices: All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.


ARTICLE XII – Legal Representation Agreement of August 6, 2015

The terms and conditions contained in the Legal Representation Agreement of August 6, 2015, Attachment "A" to Professional Services Agreement No. 081015, are incorporated by this reference into this Agreement. In the event of any conflict between the terms and conditions of the Legal Representation Agreement or the terms and conditions of this Agreement, the terms and conditions of this agreement shall control.

By signing this Agreement, the Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

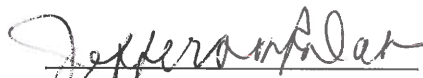
GILA COUNTY:


Don E. McDaniel, Jr., County Manager

GRASSO LAW FIRM, P.C.


Signature

APPROVED AS TO FORM:


Jefferson R. Dalton,
Deputy County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorne



Hannah Auckland, Attorney
(480) 739-1206 - direct line
hauckland@grassolawfirm.com

August 6, 2015

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED MATERIAL

VIA EMAIL

jsgroi@gilacountyaz.gov

Jeannie Sgroi
Contracts Administrator
Gila County Finance
Guerrero Building
1400 East Ash St.
Globe, AZ 85501

Re: Legal Representation Agreement: Gila County Sheriff PSPRS Local Board

Dear Ms. Sgroi:

Thank you for your email requesting that I continue serving as legal counsel for the Gila County Sheriff PSPRS Local Board. We appreciate your interest in continuing to retain GRASSO LAW FIRM, P.C., to serve as the Board's legal counsel in accordance with Arizona Revised Statutes § 38-847.N.

The Arizona State Bar recommends that each client be clearly informed in writing of the terms of engagement when employing legal counsel. We believe this is a good practice, and have adopted it as our own policy. Therefore, we would like to take this opportunity to set out the terms of our representation.

Retainer. Although we normally require a retainer, based on the Local Board's status as a government client, we are not asking for a retainer at this time. Invoices for fees and costs will be rendered on a monthly basis for time expended and costs incurred during the previous month.

Fees and Costs. We determine our fees by multiplying the number of hours worked on your behalf by the hourly rates of the attorneys and paralegals who provide services to you. We adjust our rates periodically. They are available to you at any time upon request.



Main Office
2121 W Chandler Blvd, Suite 100
Chandler, Arizona 85224

1425 W Elliot Road, Suite 201
Gilbert, Arizona 85233

grassolawfirm.com

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED MATERIAL
Gila County Sheriff PSPRS Local Board
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I will be your primary contact at the GRASSO LAW FIRM and I am willing to serve at a reduced billing rate of \$240 per hour (my current hourly rate is \$275). Should any other attorney or paralegal at the firm work on your matters, their time will be billed as follows:

Attorneys	\$240 per hour
Paralegals	\$110 per hour

We record and bill for our time in tenths of an hour. Our bills will include the time we spend researching factual and legal issues, negotiations, conferences, review and preparation of various documents or pleadings, attending Local Board meetings, conducting discovery, making court appearances, travel, telephone calls and emails.

As I have done in the past, I will continue to work with the Local Board to establish procedures to minimize the Board's legal expenses (such as telephone consultations and telephone "stand-by" procedures for routine Board meetings).

In addition to our fees, you will be responsible for charges and expenses we incur on behalf of the Local Board. We normally charge them to you monthly as the firm receives and processes bills. Our standard costs are set forth in the attached sheet. In the unlikely event of costs or third-party charges that exceed \$500, we may ask you to pay those invoices directly and in a timely manner.

Because the Board is required to retain independent counsel and the Gila County Sheriff's Office is required to pay for the Board's counsel (A.R.S. § 38-847.N), I suggest that this Legal Representation Agreement be presented to the Chairman of the Local Board and the appropriate governmental authority if such governmental approval is necessitated by County procurement requirements.

The GRASSO LAW FIRM prepares statements each month for mailing by the 15th. The statements will show the fees and charges incurred during the previous month. We will address our statements to you at the above address unless directed otherwise. If you wish to have us furnish copies to anyone else, please let us know. Our federal taxpayer identification number appears on our statements.

Our invoices are due and payable upon receipt. We may withdraw from the representation, after reasonable notice, if our bills are not paid when due. We reserve the right upon 10 days advance notice to you to charge interest on past due amounts at 1.5% per month.



ATTORNEY-CLIENT COMMUNICATION
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Gila County Sheriff PSPRS Local Board
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We may furnish budgets or other estimates of fees or costs based on our experience and understanding of the matter. Any estimate is not intended to be binding, is subject to unforeseen circumstances, and is by its nature inexact. It is not considered a "cap" or "flat fee" unless expressly stated in writing.

Retention of Documents. During our representation, we are likely to receive copies or originals of documents or other materials belonging to you or others. Once the matter to which those materials relate has been concluded, we will have no further responsibility to maintain such materials unless we expressly agree otherwise. If you do not ask for the return of such materials within one year after the closing of the matter to which they relate, we may destroy them in accordance with our normal file retention policies.


Other Matters. This letter sets forth the terms of our engagement on this matter and, unless other terms are specifically agreed to, on any matters we are later asked to handle.

As I am sure you are well aware, the attorney-client relationship is one of mutual trust and confidence. As the responsible attorney, I will do my very best to see that you are satisfied not only with the firm's services, but also with the fees charged for those services. Should you have any questions or comments regarding our services, our fees, or the status of the case, please do not hesitate to contact me.

I very much appreciate this opportunity to work with the Gila County Sheriff PSPRS Local Board. I encourage you or the Board to bring to our attention at any time any questions or concerns you or the Board may have concerning either our services or our fees.

If this letter and the terms of our representation, including the charges for our professional services and costs, are acceptable to you, please sign and date this letter and return the original signature at your earliest convenience. Please be advised that we require that the signed copy of this letter be returned prior to commencing work on your projects.

Sincerely,


Hannah Auckland


Enclosures



ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED MATERIAL
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I HAVE REVIEWED THIS LETTER AND
THESE TERMS ARE APPROVED

DATE: 10/11/15



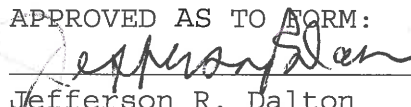
NAME, TITLE [E.G. BOARD SECRETARY OR CHAIRMAN]
GILA COUNTY SHERIFF PSPRS LOCAL BOARD
John D. Marcanti, Board Chairman

DATE: 10/6/15



NAME, TITLE [E.G. COUNTY MANAGER]
GILA COUNTY Don E. McDaniel, Jr.

APPROVED AS TO FORM:



Jefferson R. Dalton

Deputy County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



STATEMENT OF CHARGES

- Mail:** There is no charge for regular mail unless a single mailing exceeds \$10.00. Clients are charged the actual cost of express mail and bulk mailings, as well as air express mail couriers.
- Photocopying:** Clients are charged \$0.20 per page for photocopies that are done in-house at GRASSO LAW FIRM, P.C. When the size of photocopying job, nature of a photocopying job, or time constraints dictate, photocopying jobs will be sent to outside vendors, and clients are charged the actual costs charged by the outside vendor.
- Facsimile:** Clients are charged \$0.50 per page plus the telephone expense for outgoing faxes.
- Messengers:** Clients are charged the actual costs of outside messenger service. In some instances, GRASSO LAW FIRM personnel may be used in lieu of an outside messenger service to reduce delivery time. In such cases, client agrees to pay such delivery charges comparable to those of outside messenger services.
- Computer Research:** GRASSO LAW FIRM uses Westlaw computer-assisted research. GRASSO LAW FIRM bills clients for any services not covered by GRASSO LAW FIRM'S standard plan.
- Other Litigation Costs:** Any other charges to GRASSO LAW FIRM from third-parties in connection with its clients' representation are charged to the client at GRASSO LAW FIRM'S actual cost. When asked by GRASSO LAW FIRM, clients may be required to pay larger third-party invoices directly and in a timely manner.



EXECUTIVE SUMMARY FORM

Contract Name: Purchase Preventative Maintenance Service for Elliptic Metal Detector -Globe Courthouse Contract No.: GSA Contract No. GS-07F-0007H

Statement of Purpose and Need (3-5 Sentences)

In June 2014, the County purchased an Elliptic Metal Detector that would allow for the detection of narcotics and contraband, explosives, weapons etc....that may be brought into the Globe Courthouse. Now that it is a little over a year old, staff feels it is prudent to purchase a preventative maintenance service to ensure the annual tests and calibrations are performed on the machine and the hand held detector (wand). The pricing is based on the hourly labor rate as provided for in the GSA contract.

Contract End Date: One time service call for tests and calibrations

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$1,083.26

Contract Information

Firm Name: CEIA USA, Ltd Contact Person: Mario Michard

Address: 9155 Duton Drive Phone No: 440-804-4293

City: Twinsburg State: Ohio Fax: _____ Email: mmichard@ceia-usa.com

Fund: Superior & JP Crts Security/Finance/Gen Admin/Professional services-Other

Type of Funds: ☐ Restricted

Fund Code: 1124.201.140.4210.99 FM_0101SEC_2ndFloorEntry

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: _____

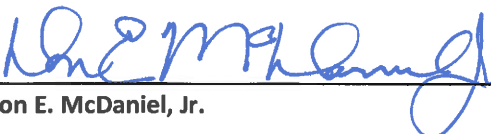
Date Returned: _____

Special Notes:

By using the GSA contract with CEIA USA, Ltd. it will save the county in both time and money for a rate that already been established in the Court's bidding process.

Authorization to use General Service Administration Contract No. GS-07F-0007H, for Metal & Bomb Detection Equipment, approved this 09th day of OCTOBER, 2015.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



9155 Dutton Drive
Twinsburg, OH 44087

Quote 014267
Date: 10/6/2015
Page : 1 of 1

Bill To

GILA COUNTY PUBLIC WORKS
745 N. ROSE MOFFORD WAY
GLOBE, AZ 85501
US

ATTN: FINANCE

Ship To

GILA COUNTY PUBLIC WORKS
1400 EAST ASH STREET
GLOBE, AZ 85501
US

PO Number	Customer No.	Salesperson ID	Shipping	Payment Terms	Req Ship	Master No.
	GILCOU	MMICHARD	COMMON CARRIER	NET 30	11/16/2015	46,877

Quantity	Item Number	Description	Unit Price	Ext Price
11	PREMAI	Preventitive Maintenance On-Site Tech will complete a SAT(site acceptance test) & a VOC (verification of calibration) GSA Contract: GS-07F-0007H SIN 426-1000 ANCILLARY SERVICES	\$90.68	\$997.48

Subtotal	\$997.48
Freight	\$0.00
Sales Tax	\$85.78
Trade Discount	\$0.00
Total	\$1,083.26

TEL: 330-405-3190 Fax 330-405-3196

All Amounts are in U.S. Dollars

EXECUTIVE SUMMARY FORM

Contract Name: Purchase two used Impalas for Probation Contract No.: 091715

Statement of Purpose and Need (3-5 Sentences)

An Informal Bid Request was sent out to obtain competitive pricing for two used, full size 4 door sedans, Impala, Fusion, or Equal for the Probation Department. Capital Improvements monies will be used for this purchase.

Contract End Date: Upon County receipt of vehicle

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$39,507.78

Contract Information

Firm Name: Watson Chevrolet Contact Person: Lisa Wielenga

Address: 625 W. Auto Mall Drive Phone No: 520-292-1500

City: Tucson State: AZ Fax: _____ Email: rockyt@watsonchevrolet.com

Fund: Capital Improvements/PW/Vehicle Purchases CIP/Capital Outlay Vehicles \$5000 over

Type of Funds: ☐ Restricted

Fund Code: 1007.341.936.4500.50

☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: n/a

Date Returned: _____

Special Notes:

Does not need CA approval. This Informal Bid Form Request for vehicles has previously been approved by Bryan Chambers.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

INFORMAL BID REQUEST #091715
Two Used Full Size 4 Door Sedans, Impala, Fusion, or Equal

PROPOSAL SIGNATURE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications and any amendments contained in this Bid Request document.

PRICE BEING QUOTED: \$ 39,507⁷⁸ - CONTRACT NO.: 091715

This offer certifies that the bid proposal is genuine and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the vendor submitting the proposal has not revealed the contents of the proposal to, or any way colluded with, any other vendor which may compete for the contract; and that no other vendor which may compete for the contract revealed the contents of a proposal to, or in any way colluded with, the vendor submitting this proposal.

Vendor Submitting Proposal:

WATSON Chevrolet
Company Name

625 W Automall Dr
Address

TSN AZ 85705
City State Zip

[Signature]
Signature of Authorized Individual

KARL "BO" WATSON
Print Name

GSM
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

For clarification of this offer, contact: Name: Rocky Taylor Phone #: 520-292-1500

The offer is hereby accepted [Signature]
Don E. McDaniel, Jr., County Manager

10/9/15
Date

The Vendor is now bound to provide the material or service listed in Informal Bid Request No. 091715, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

INFORMAL BID REQUEST #091715
Two Used Full Size 4 Door Sedans, Impala, Fusion, or Equal

COST SUMMARY

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: Watson Chevrolet Phone No.: 520-292-1500
 Vehicle Year, Make, & Model: 2015 Chevrolet Impala LT

MINIMUM SPECIFICATIONS Two Used Full Size 4 Door Sedans, Impala, Fusion, or Equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White/Light Color	✓	
Interior: Light Color	✓	
Adjustable Pedals (if available)		✓
Cruise Control - Tilt	✓	
Power Features: Door Locks	✓	
Windows	✓	
Steering	✓	
Seat	✓	
Air Conditioning	✓	
AM/FM (CD) Radio	✓	
6 Cylinder Gas Engine	✓	
Automatic Transmission	✓	
No Older than 2013	✓	
No More than 25,000 Miles <u>15,065 miles</u>	✓	
SUB - TOTAL AMOUNT	\$ 17,994.	
OTHER COSTS <u>lic & doc</u>	\$ 834.42	
SALES TAX	\$ 1,457.51	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 20,286	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 9.30.2015 (Note: Delivery Date may be a factor in informal bid award)

INFORMAL BID REQUEST #091715

Two Used Full Size 4 Door Sedans, Impala, Fusion, or Equal

COST SUMMARY

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: Watson Chevrolet Phone No.: 520-292-1500
 Vehicle Year, Make, & Model: 2014 Chevrolet Impala

MINIMUM SPECIFICATIONS Two Used Full Size 4 Door Sedans, Impala, Fusion, or Equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White/Light Color	✓	
Interior: Light Color <u>medium Gray</u>	✓	
Adjustable Pedals (if available)		✓
Cruise Control - Tilt	✓	
Power Features: Door Locks	✓	
Windows	✓	
Steering	✓	
Seat	✓	
Air Conditioning	✓	
AM/FM (CD) Radio	✓	
6 Cylinder Gas Engine	✓	
Automatic Transmission	✓	
No Older than 2013	✓	
No More than 25,000 Miles <u>21,000 miles</u>	✓	
SUB - TOTAL AMOUNT	\$ 16,994.	
OTHER COSTS <u>Doc & Lic</u>	\$ 851.27	
SALES TAX	\$ 1,376.51	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 19,221.78	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ

Date of Delivery: 9.30-2015 (Note: Delivery Date may be a factor in informal bid award)

ARF-3416

Executive Session Item 7. A.

Regular BOS Meeting

Meeting Date: 10/20/2015

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Fiscal Year: 2015 Budgeted?: No

Contract Dates N/A Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Consideration of Answer regarding the Town of Miami, Arizona vs. Sho Me Copper Company CV 20140260

Background Information

The matter was brought by the Town of Miami to condemn a sewer easement. The County was included as a party to address any issues it may have. The County may have interest as to property taxes owed.

Evaluation

It has been determined that any outstanding property taxes are not the responsibility of an easement holder and remain with the property owner. It would be beneficial to the Board of Supervisors to consider voting to convene into executive session to receive legal advice from its attorney, consider its position in the lawsuit, and instruct its attorney how to proceed pursuant to A.R.S. §38-431.03(A)(3)-(4).

Conclusion

It has been determined that any outstanding property taxes may not be the responsibility of an easement holder and remain with the property owner. It would be beneficial to the Board of Supervisors to consider voting to go into executive session to receive legal advice from its attorney, consider its position in the lawsuit, and instruct its attorney how to proceed pursuant to A.R.S. §38-431.03(A)(3)-(4).

Recommendation

The County Attorney's Office recommends that the Board should vote to go into executive session to receive legal advice from its attorney, consider its position in the lawsuit, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4).

Suggested Motion

Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding CV201400260 the Town of Miami, Arizona v. Sho Me Copper Company and consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after adjourning from executive session, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session. **(Jeff Dalton)**

Attachments

No file(s) attached.
